

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,
acting through the United
States Department of
Agriculture

Plaintiff

v.

JESUS RAFAEL CRUZ SOTO

Defendants

CIVIL NO.

Foreclosure of Mortgage

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of two (2) promissory notes that affect the property described further below.
3. The first promissory note was subscribed for the amount of

\$151,000.00, with annual interest of 4.6250%, on August 6, 2010. See *Exhibit 1*.

4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 75. See *Exhibit 2*.
5. Plaintiff is also the owner and holder of a promissory note for the amount of \$30,000.00, with annual interest of 2.5%, subscribed on August 6, 2010. See *Exhibit 3*.
6. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 76. See *Exhibit 4*.
7. According to the Property Registry, JESUS RAFAEL CRUZ SOTO is the owner of record of the real estate property subject of this case. Said property is described -as it was recorded in Spanish- as follows:

RÚSTICA: Parcela 9, del Proyecto Wilson Colberg. Localizada en el barrio Mameyes del municipio de Jayuya, situada en camino. Tiene una cabida de 17.3307 cuerdas equivalentes a 81,333.7011 metros cuadrados. Con lindes por el NORTE, con parcela #7; por el SUR, con un camino que las separa de las parcelas #10 y #11; por el ESTE, con un camino que la separa de la parcela #10; y por el OESTE, con parcela #8. Enclava una casa.

Property 7,935, recorded at page 125 of volume 142 of Jayuya, Property Registry of Utuado, Puerto Rico.

See Title Search attached as Exhibit 5.

8. The title search attached to this complaint confirms the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. *See Exhibit 5.*
9. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
10. The defendant party herein has failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party owes to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 6*, the following amounts, as to May 8, 2020:

a) On the \$151,000.00 Note:

- 1) The sum of \$151,000.00, of principal;
- 2) The sum of \$65,300.48, of interest accrued, and

thereafter until its full and total payment, which interest amount increases at the daily rate of \$19.1336;

3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

b) On the \$30,000.00 Note:

1) The sum of \$27,804.38, of principal;

2) The sum of \$6,412.41, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$1.9044;

3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

11. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.
12. Defendant JESUS RAFAEL CRUZ SOTO is not currently active in the military service for the United States. *See Exhibit 7.*
13. The real estate property mentioned before is subject to the following liens in the rank indicated:

(A) Property 7,935:

1) Recorded liens with preference or priority over mortgage herein included:

a) Restrictive Conditions of subdivision and use imposed by the Agriculture Department of Puerto Rico, according to Certification issued on November 14th, 2000 in San Juan by José Galarza Custodio, Executive Director, recorder at page 125 of volume 142 of Jayuya, Property number 7,935, 2nd, inscription.

2) Junior Liens with inferior rank or priority over mortgage herein included:

a) Financial Disclosure in favor of "Farm Service Agency" "USDA" to buy 100,000 banana per year to harvest in the years 2010 to 2017, pursuant affidavit dated August 6th, 2010, before Anibal Lugo González, Federal Employee, recorded at page 127 of volume 142 of Jayuya, property number 7,935, 7th and the last inscription.

VERIFICATION

I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as Director of LRTF for the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

- 1) My name and personal circumstances are stated above;
- 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;
- 3) Plaintiff has a legitimate cause of action against the

defendants above named which warrants the granting of relief requested in said complaint;

4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;

5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 8 of December, 2020.



JACQUELINE LAZU LABOY

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;

b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;

c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;

d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and

of any other junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, on December 8 , 2020.

/s/ Juan Carlos Fortuño Fas

JUAN CARLOS FORTUÑO FAS

USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.

P.O. BOX 3908

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This form is available electronically.

Form Approved - OMB No. 0560-0237
(See Page 3 for Privacy Act and Public Burden Statements.)**FSA-2026**
(04-08-10)U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

Position 2

*COPY***PROMISSORY NOTE**

1. Name Jesus Rafael Cruz Soto		2. State Puerto Rico	3. County Utuado	
4. Case Number 63030xxx-xx-3672	5. Fund Code 41	6. Loan Number 01	7. Date 08/06/2010	
8. TYPE OF ASSISTANCE 205-FO-BF-Reg-SDA-Eth		9. ACTION REQUIRING PROMISSORY NOTE:		
		<input checked="" type="checkbox"/> Initial loan	<input type="checkbox"/> Conservation easement	<input type="checkbox"/> Deferred payments
		<input type="checkbox"/> Consolidation	<input type="checkbox"/> Rescheduling	<input type="checkbox"/> Debt write down
		<input type="checkbox"/> Subsequent loan	<input type="checkbox"/> Reamortization	

10. FOR VALUE RECEIVED, the undersigned borrower and any cosigners jointly and severally promise to pay to the order of the United States of America Department of Agriculture, acting through the Farm Service Agency (Government), or its assigns, at its office in (a) Utuado Puerto Rico or at such other place as the Government may later designate in writing, the principal sum of (b) One Hundred fifty One Thousands

dollars (c) (\$ 151,000.00) , plus interest on

the unpaid principal balance at the RATE OF (d) Four and five/eight percent (e) 4.6250 % per annum. If this note is for a Limited Resource loan (indicated in Item 8) the Government may CHANGE THE RATE OF INTEREST in accordance with its regulations, by giving the borrower thirty (30) days prior written notice by mail to the borrower's last known address. The new interest rate shall not exceed the highest rate established in the Government's regulations for the type of loan indicated in Item 8.

11. Principal and interest shall be paid in (a) 41 installments as indicated below, except as modified by a different rate of interest on or before the following dates:

(b) Installment amount	(c) Due Date	(b) Installment amount	(c) Due Date
\$ 2,815.00	01/01/2011	\$ 8,355.00	01/01/2012
\$		\$	
\$		\$	
\$		\$	

and (d) \$ 8,355.00 thereafter on the (e) January 01 of each (f) year until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable (g) Forty (40) years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

12. If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the borrower as requested by the borrower and approved by the Government. Approval by the Government will be given, provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from the actual date disbursed.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Initial *J. Soto* Date *8/6/10*

13. Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by the Borrower to the Government without demand.

14. Every payment made on any indebtedness evidenced by this note shall be applied according to priorities set in 7 CFR Part 765, or any successor regulation.

15. Prepayment of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled in this note.

16. Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will operate such property as a farm.

17. If "Debt Write Down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in Item 9, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of, the unpaid principal and interest on the following described notes or assumption agreements under new terms:

(a) FUND CODE/ LOAN NO.	(b) FACE AMOUNT	(c) INTEREST RATE	(d) DATE (MM-DD-YYYY)	(e) ORIGINAL BORROWER	(f) LAST INSTALL. DUE (MM-DD-YYYY)
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			

18. Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidation, write down, rescheduling, or reamortization. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

19. If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, the Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a nonprogram loan.

Initial  Date 6/6/20

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20. The Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 CFR Part 1940, subpart G, Exhibit M, or any successor regulation.

21. Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute DEFAULT under this and any other instrument evidencing a debt of the Borrower owing to the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. Upon such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

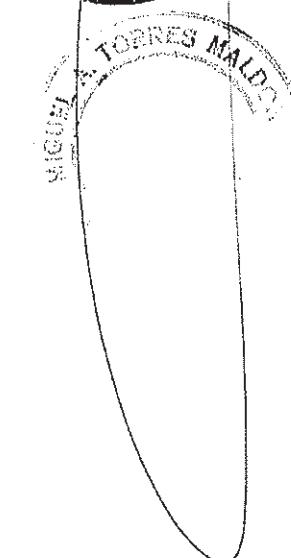
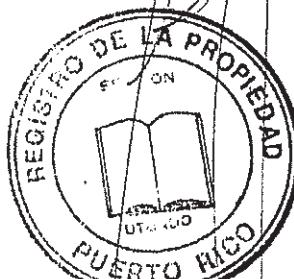
22. This note is given as evidence of a loan to the Borrower made by the Government pursuant to the Consolidated Farm and Rural Development Act and for the type of loan as indicated in Item 8. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

23. Presentment, protest, and notice are waived.



Jesus Rafael Cruz Soto

NOTE:	<p>The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seq.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.</p> <p>According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</p>
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<p>DEPARTAMENTO DE JUSTICIA Registro de la Propiedad Sociedad <u>20</u></p> <p>Núm. De libro <u>1904</u> Año <u>10</u> Asiento <u>973</u> Fecha <u>4/10</u> Hora <u>2:20</u> 6/agosto/10</p> <p>I 07/07/07</p>	<p>NÚMERO SETENTA Y CINCO (75) NUMBER SEVENTY FIVE (75)</p> <p>HIPOTECA VOLUNTARIA VOLUNTARY MORTGAGE</p> <p>En la Ciudad de Utuado, Puerto Rico, a los seis (6) días del mes de In the City of Utuado, Puerto Rico, on the sixth (6) days of</p> <p>agosto del año dos mil diez (2010). August two thousand ten (2010).</p> <p>ANTE MÍ BEFORE ME</p> <p>MIGUEL TORRES MALDONADO</p> <p>Abogado y Notario Público de la Isla de Puerto Rico, con residencia en Attorney and Notary Public for the Island of Puerto Rico, with residence in</p> <p>Utuado, Puerto Rico y oficina en Utuado, Puerto Rico. Utuado, Puerto Rico and office in Utuado, Puerto Rico.</p> <p>COMPARECEN APPEAR</p> <p>Las personas nombradas en el párrafo DUODÉCIMO de esta hipoteca denominadas The persons named in paragraph TWELFTH of this mortgage</p> <p>dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinafter called the "mortgagor" and whose personal circumstances</p> <p>aparecen de dicho párrafo. appear from said paragraph.</p> <p>Doy Fe de del conocimiento personal de los comparecientes así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their</p> <p>de su edad, estado civil, profesión y vecindad. statements which I believe to be true of their age, civil status, profession and residence.</p> <p>Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in full enjoyment of their civil rights, and the free administration</p> <p>de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorgamiento. of their property, and they have, in my judgment, the necessary legal capacity to grant this</p> <p>EXPONEN: WITNESSETH:</p> <p>PRIMERO: el deudor hipotecario es dueño de la finca o fincas descritas en el FIRST: That the mortgagor is the owner of the farm or farms described in</p> <p>párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same.</p>
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J-7935

denominada de aquí en adelante "los bienes".
hereinafter referred to as "the property".

SEGUNDO: Que los bienes aquí hipotecados están sujetos a los gravámenes que-
SECOND: That the property mortgaged herein is subject to the liens-

se especifican en el párrafo UNDECIMO.
specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de
THIRD: That the mortgagor has become obligated to the United States.

América, actuando por conducto de la Farm Service Agency,
of America, acting through the Farm Service Agency.

denominado de aquí en adelante el "acreedor hipotecario" en relación con
hereinafter called the "mortgagee" in connection with-

un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)-

rogación, denominado en adelante el "pagaré" sean uno o más.
hereinafter called "the note" whether one or more.

CUARTO: Se sobreentiende que:
FOURTH: It is understood that:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la-
(One) The note evidences a loan or loans to the mortgagor in the-

suma de principal especificada en el mismo, concedido con el propósito y la inten-
principal amount specified therein made with the purpose and intention-

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y
that the mortgagee, at any time, may assign the note and-

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One-

consolidando la Administración de Hogares de Agricultores o el Título Quinto de-
consolidating the Farmers Home Administration or Title Five of-

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmendadas.
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede-
(Two) When payment of the note is guaranteed by the mortgagee-

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el-
it may be assigned from time to time and each holder of the insured note, in turn,-

prestamista asegurado.
will be the insured lender.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-
(Three) When payment of the note is insured by the mortgagee, the-

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con-
mortgagee will execute and deliver to the insured lender along-

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-
with the note an insurance endorsement insuring the payment of the note fully as to principal

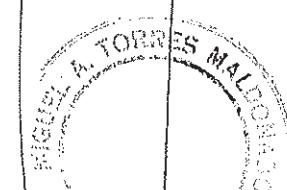
tereses de dicho pagaré.
and interest.

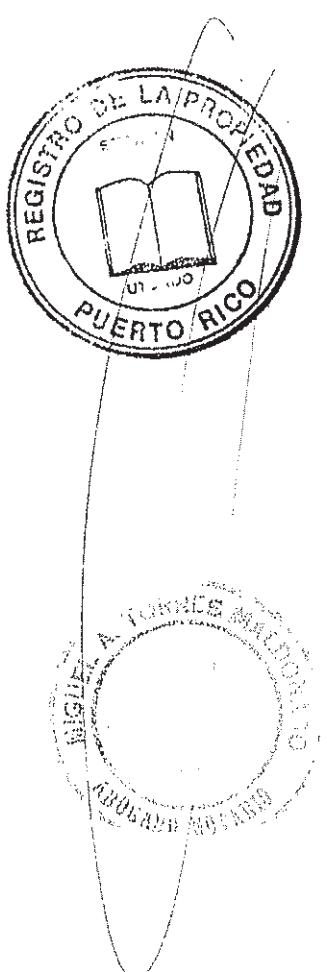
(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor
(Four) At all times when payment of the note is insured by the mortgagee,

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,
the mortgagee by agreement with the insured lender

determinarán en el endoso de seguro la porción del pago de intereses del pagaré
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "cargo anual".





ments on the note, to be designated the "annual charge".

(Cinco) Una condición del aseguramiento de pago del pagaré será que el tenedor cederá todos sus derechos y remedios contra el deudor hipotecario y cualesquier otros en relación con dicho préstamo así como también a los beneficios de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en cualquier convenio suplementario por parte del deudor.

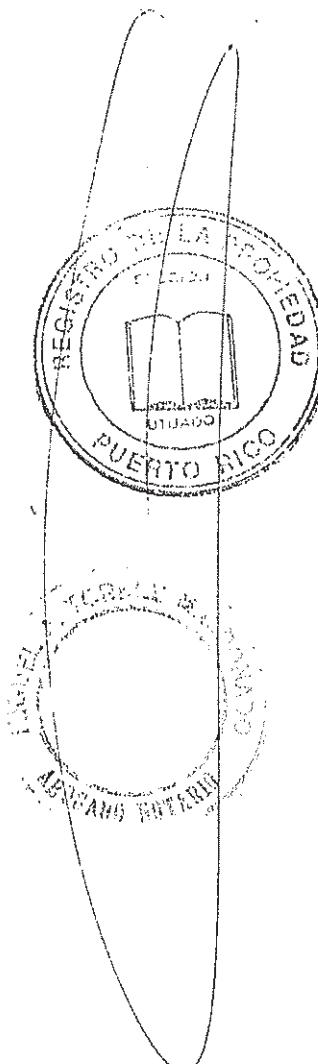
(Seis) Entre otras cosas, es el propósito y intención de esta hipoteca, que en todo tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en que el acreedor hipotecario ceda esa hipoteca sin asegurar el pagaré, esta hipoteca garantizará el pago del pagaré pero cuando el pagaré esté en poder de un prestamista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, constituirá una hipoteca de indemnización para garantizar el acreedor hipotecario contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumplimiento por parte del deudor hipotecario.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipotecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del importe del pagaré según se especifique en el subpárrafo (Uno) del Párrafo NOVE, NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho Pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y (b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garantía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí consignado para garantizar el cumplimiento del convenio del deudor hipotecario.

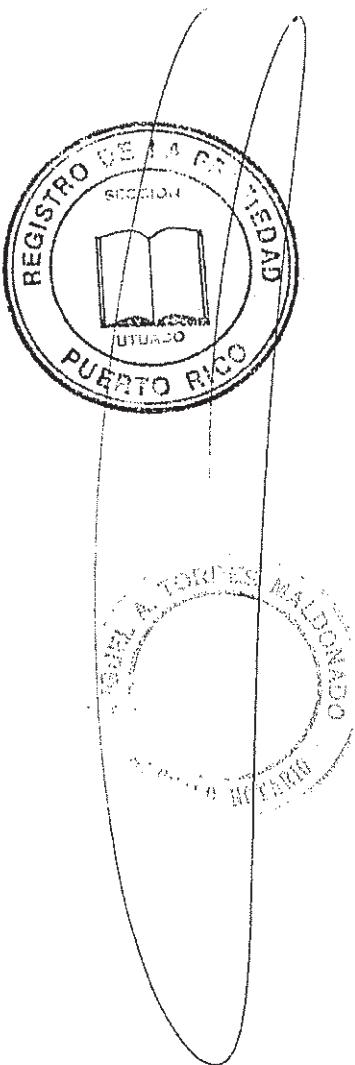
(Five) A condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against the mortgagor and any others in connection with said loan, as well as any benefit of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the mortgagor's request will assign the note to the mortgagee should the mortgagor violate any covenant or agreement contained herein, in the note, or any supplementary agreement.

(Six) It is the purpose and intent of this mortgage that, among other things, at all times when the note is held by the mortgagee or in the event the mortgagee should assign this mortgage without insurance of the note, this mortgage shall secure payment of the note; but when the note is held by an insured lender, this mortgage shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt, shall constitute an indemnity mortgage to secure the mortgagee against loss under its insurance endorsement by reason of any default by the mortgagor.

FIFTH: That, in consideration of said loan and (a) at all times when the note is held by the mortgagor, or in the event the mortgagor should assign this mortgage without insurance of the payment of the note, in guarantee of the amount of the note as specified in subparagraph (one) of paragraph NINTH, with interest at the rate stipulated, and to secure prompt payment of the same, and any renewals and extensions thereof and any agreement contained therein, (b) at all times when the note is held by an insured lender, in guarantee of the amounts specified in subparagraph 9Two of paragraph NINTH hereof, for securing the performance of the mortgagor's agreement.



de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-
herein to indemnify and save harmless the mortgagor against loss under its-
doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-
insurance endorsement by reason of any default by the mortgagor, and any-
quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el-
event and at all times whatsoever, in guarantee of the additional amounts specified in-
subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el-
subparagraph (Three) of paragraph NINTH hereof, and to secure the-
cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí-
performance of every covenant and agreement of the mortgagor-
contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por-
contained herein or in any supplementary agreement, the mortgagor-
la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre-
hereby constitutes a voluntary mortgage in favor of the mortgagor on-
los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los-
the property described in paragraph ELEVENTH hereof, together with all rights,-----
derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes-----
interest easements, hereditaments and appurtenances thereto belonging,-----
a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto de-----
the rents, issues and profits thereof and revenues and-----
ingreso de los mismos, toda mejora o propiedad personal en el presente o que en-
income therefrom, all improvements and personal property now or-----
el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,-----
later attached thereto or reasonably necessary to the use thereof,-----
sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a-----
all water, water rights and shares in the same pertaining to-----
las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario-----
the farms and all payments at any time owing to the mortgagor-----
por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación-----
by virtue of any sale, lease, transfer, conveyance or total or-----
total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre-----
partial condemnation of or injury to any part thereof or interest-----
ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta-----
therein, it being understood that this lien will continue in full force and effect until-----
que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y-----
all amounts as specified in paragraph NINTH hereof with interest before and-----
después del vencimiento hasta que los mismo hayan sido pagados en su totalidad.-----
After maturity until paid, have been paid in full.-----
En caso de ejecución, los bienes responderán del pago del principal, los intereses-----
In case of foreclosure, the property will be answerable for the payment of the principal, interest-----
antes y después de vencimiento, hasta su total solvente, pérdida sufrida por el acre-
Thereon before and after maturity until paid, losses sustained by the-----
dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual-
mortgagor as insurer of the note, taxes, insurance premiums, and-----
quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor-----
other disbursements and advances by the mortgagor for the mortgagor's account-----
hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,-----
with interest until repaid to the mortgagor, costs, expenses and-----
gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-
attorney's fees of the mortgagor all extensions and renewals of any of-----
vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma-----
said obligations, with interest on all and all other charges and additional-----



adicional especificada en el párrafo NOVENO de este documento.-----
Amounts as specified in paragraph NINTH hereof.-----

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:-----
SIXTH: That the mortgagor specifically agrees as follows:-----

(Uno) **Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda**-----
(One) **To pay promptly when due any indebtedness**-----

aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario-----
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any-----

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.-----
Loss under its insurance of payment of the note by reason of any default by the mortgagor.-----

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el-----
At all times when the note is held by an insured lender, the-----

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor-----
mortgagor shall continue to make payments on the note to the mortgagee,-----

hipotecario como agente cobrador del tenedor del mismo.-----
As collection agent for the holder,-----

(Dos) **A pagar al acreedor hipotecario una cuota inicial por inspección y tasación**-----
(Two) **To pay to the Mortgagee any initial fees for inspection and appraisal**-----

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los-----
and any delinquency charges, now or hereafter required by-----

reglamentos de la Administración de Hogares de Agricultores.-----
regulations of the Farmer's Home Administration.-----

(Tres) **En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado**-----
(Three) **At all times when the note is held by an insured lender**-----

rádido, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos-----
any amount due and unpaid under the terms of the note, less-----

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor-----
the amount of the annual charge, may be paid by the mortgagee to the holder-----

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido-----
of the note to the extent provided in the insurance endorsement-----

en el párrafo CUARTO anterior por cuenta el deudor hipotecario.-----
referred to in paragraph FOURTH hereof for the account of the mortgagor.-----

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído-----
Any amount due and unpaid under the terms of the note, whether it is held-----

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada-----
by the mortgagee or by an insured lender, may be credited-----

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto-----
by the mortgagee on the note and thereupon shall constitute an advance-----

por el acreedor hipotecario por cuenta del deudor hipotecario.-----
by the mortgagee for the account of the mortgagor.-----

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-----
Any advance by the mortgagee as described in this-----

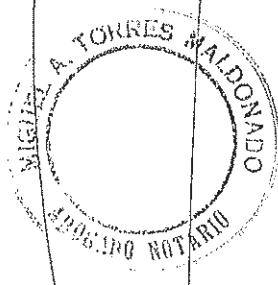
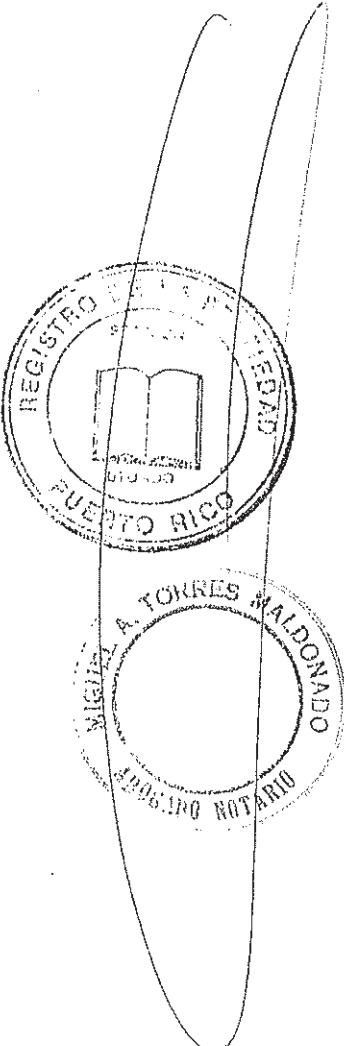
Párrafo devengará intereses a razón del cuatro punto sesenta y dos cinco-----
Subparagraph shall bear interest at the rate of four point sixty two five-----

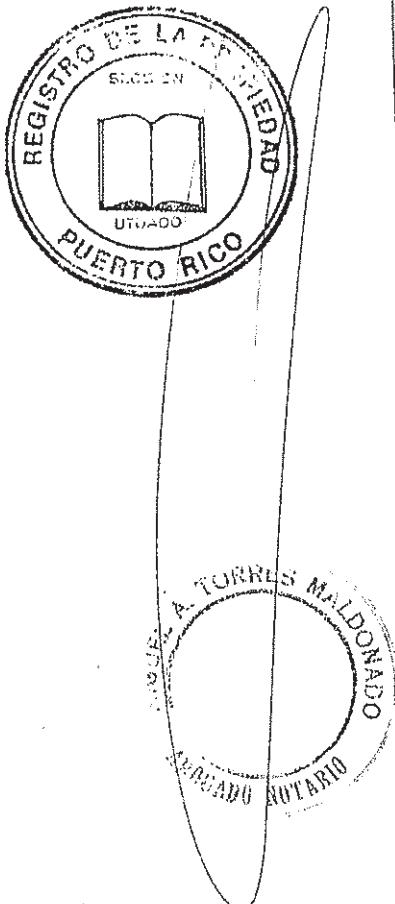
.....por ciento (4,625%)-----
.....per cent (4.625%)-----

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor-----
per annum from the date on which the amount of the advance was due to the date of payment-----

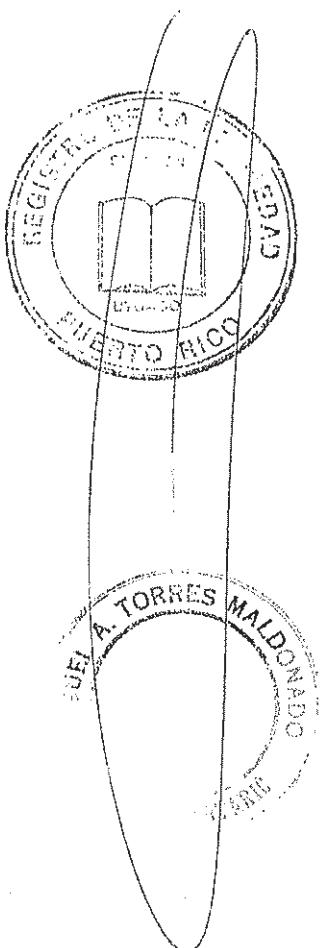
hipotecario lo satisfaga.-----
to the mortgagee.-----

<p>(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier adelanto hecho por el acreedor hipotecario para prima de seguro, reparaciones, gravámenes u otra reclamación en protección de los bienes hipotecados o para contribuciones o impuestos u otro gasto similar por razón de haber el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos hasta que los mismos sean satisfechos por el deudor hipotecario.</p> <p>(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto hecho por el acreedor hipotecario no relevnrá al deudor hipotecario de su obligación del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor hipotecario determinare.</p> <p>(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para los propósitos autorizados por el acreedor hipotecario.</p> <p>(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes y cargas que graven los bienes o los derechos o intereses del deudor hipotecario bajo los términos de esta hipoteca.</p> <p>(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiere el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y otros riesgos serán en la forma y por las cantidades, términos y condiciones que</p>	
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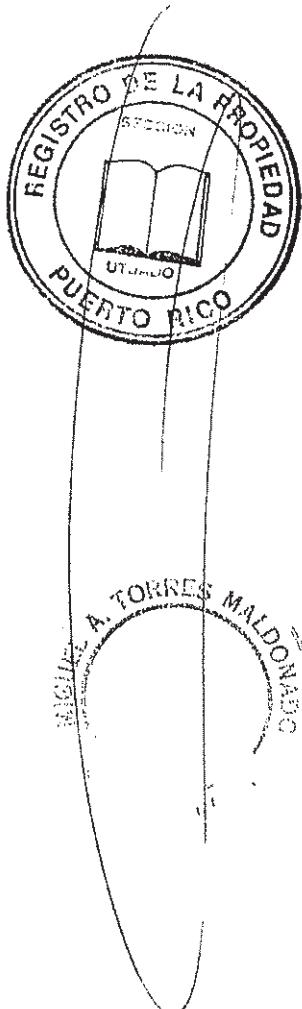




fire and other hazards will be in the form and amount and on terms and conditions
aprobare el acreedor hipotecario,..... approved by mortgagee,.....
(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las (Nine) To keep the property in good condition and promptly make all
reparaciones necesarias para la conservación de los bienes; no cometerá ni per- necessury repairs for the conservation of the property; he will not commit nor
mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá..... permit to be committed any deterioration of the property; he will not remove nor demolish.....
ningún edificio o mejora en los bienes, no cortará ni removerá madera de la finca, any building or improvement on the property; nor will he cut or remove wood from the farm
ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other
minerales sin el consentimiento del acreedor hipotecario y prontamente llevará..... minerals without the consent of mortgagee, and will promptly carry out.....
a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo..... the repairs on the property that the mortgagee may request from time
en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación..... to time. Mortgagor shall comply with such farm conservation practices
de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en- and farm and home management plans as mortgagee from time to
tiempo pueda prescribir,..... time may prescribe.
(Diez) Si esta hipoteca se otorga para un préstamo a dueño de la finca según se iden- (Ten) If this mortgage is given for a loan to a farm owner as identified
tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor- in the regulations of the Farmers Home Administration, mortgagor
hipotecario personalmente operará los bienes por sí y por medio de su familia como- will personally operate the property with his own and his family labor as a farm and for no other
una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a- purpose and will not lease the farm or any part of it
menos que el acreedor hipotecario consienta por escrito en otro método de opera- unless mortgagee agrees in writing to any other method of operation
ción o al arrendamiento. or lease.
(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la- (Eleven) To submit in the form and manner mortgagee may require
información de sus ingresos y gastos y cualquier otra información relacionada con- information as to his income and expenses and any other information in regard to the
la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos- operation of the property, and to comply with all laws, ordinances, and regulations
que afecten los bienes o su uso. Affecting the property or its use.
(Dose) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el- (Twelve) Mortgagor, its agents and attorneys, shall have the right at all reasonable times
derecho a inspeccionar y examinar los bienes con el fin de determinar si la garantía- to inspect and examine the property for the purpose of ascertaining whether or not
otorgada está siendo mermada o deteriorada, y si dicho examen o inspección deter- the security given is being lessened or impaired, and if such inspection or examination shall
minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer- disclose, in the judgment of mortgagee, that the security given is being lessened



mada o deteriorada, tal condición se considerará como una violación por parte del
or impaired, such condition shall be deemed a breach by the
deudor hipotecario de los convenios de esta hipoteca.....
Mortgagor of the covenants of this mortgage.....
(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión.....
(Thirteen) If any other person interferes with or contests the right of possession.....
del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará.....
of the mortgagor to their to the property, the mortgagor will immediately notify.....
al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción.....
Mortgagee of such action, and mortgagor at its option.....
podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus.....
May institute the necessary proceedings in defense of its.....
intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos.....
Interest, and any costs or expenditures incurred by mortgagee by said.....
procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán.....
proceedings will be charged to the mortgage debt and considered.....
garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria.....
by this mortgage within the additional credit of the mortgage clause.....
para adelantos, gastos y otros pagos.....
for advances, expenditures and other payments.....
(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente.....
(Fourteen) If the mortgagor at any time while this mortgage remains in effect.....
esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree.....
should abandon the property or voluntarily deliver it to mortgagee.....
dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode.....
mortgagee is hereby authorized and empowered.....
res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar.....
to take possession of the property, to rent and administer the same and collect.....
sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los.....
the rents, benefits, and income from the same and apply them first to the.....
gastos de cobro y administración y en segundo término al pago de la deuda eviden.....
costs of collection and administration and secondly to the payment of the debt evidenced.....
ciada por el pagare o cualquier otra deuda del deudor hipotecario y aquí garantizada.....
by the note or any indebtedness to mortgagee hereby guaranteed.....
en el orden y manera que el acreedor hipotecario determinare.....
In what ever order and manner mortgagee may determine.....
(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor.....
(Fifteen) At any time that mortgagee determines that mortgagor.....
hipotecario puede obtener un préstamo de una asociación de crédito para produc.....
may be able to obtain a loan from a credit association for production.....
ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un.....
a Federal Bank or other responsible source, cooperative or private, at a.....
tipo de interés y términos razonables para préstamos por tiempo y propósitos.....
rate of interest and reasonable periods of time and purposes.....
similares, el deudor hipotecario a requerimiento del acreedor hipotecario, solicitará.....
mortgagor, at mortgagee's request will apply for and accept.....
y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece.....
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to.....
sarias en la agencia cooperativa en relación con dicho préstamo.....
purchase any necessary shares of stock in the cooperative agency in regard to said loan.....
(Dieciséis) El incumplimiento de cualesquiera de las obligaciones garantizadas.....

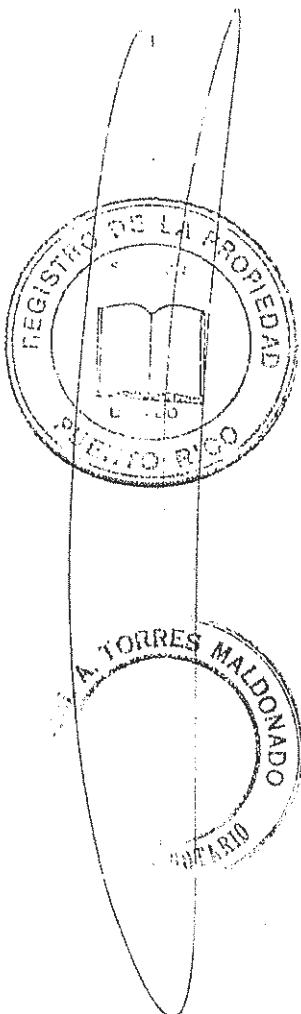


(Sixteen) Should default occur in the performance or discharge of any obligation secured by this mortgage, or if the debtor mortgagor or any one of the persons herein called, the debtor mortgagor failing to pay any amount or violate or fail to comply with any clause, condition, stipulation, covenant, or agreement contained herein, or in any supplementary agreement, or die or be declared incompetent, or bankrupt, or an insolvent, or make an assignment for the benefit of creditors, or the property or any part thereof or interest therein be assigned, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, without the written consent of mortgagor, mortgagee is irrevocably authorized and empowered, at its option, and without notice: (Uno) to declare all amounts unpaid under the note, and any indebtedness to the mortgagee secured hereby, immediately due and payable and to incur and pay reasonable expenses for the repair and maintenance of the property and any expenses and obligations that mortgagor did not pay as agreed in this mortgage, including taxes, assessments, insurance premium, and any other expenses or costs for the protection and preservation of the property and of this mortgage, or for compliance with any of the provisions of this mortgage; and (Tres) to solicit the protection of the law.

(Diecisiete) El deudor mortgagor pagará o reembolsará al acreedor mortgagor todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, incluyendo los gastos de mensura, evidencia de título, costas, inscripción y honorarios de abogado.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos y enforse performance at a subsequent date of the same, similar or other covenant, agreement.

(Eighteen) Without in any manner affecting the right of the mortgagee to require and



obligaciones aquí contenidos o similares u otros convenios, y sin afectar la responsabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del gravamen, el acreedor hipotecario es por la presente autorizado y con poder en cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio o obligación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestamista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o postergación de esta hipoteca a favor de cualquier otro gravamen constituido sobre dichos bienes.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, incluyendo pero no limitado el poder de otorgar consentimientos, cancelaciones parciales, subordinación, cancelación total, radica sólo y exclusivamente en el acreedor hipotecario y ningún prestamista asegurado tendrá derecho a título o interés alguno en o sobre el gravamen y los beneficios aquí contenidos.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquier otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario; y el incumplimiento de cualesquier de dichos instrumentos de garantía constituirá incumplimiento de esta hipoteca.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será



remitido por correo certificado a menos que se disponga lo contrario por ley, y
be sent by certified mail unless otherwise required by law,.....

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,.....
and shall be addressed until some other address is designated in a notice so given,.....

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,.....
in the case of mortgagee to Farmers Home Administration,.....

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el-.....
United States Department of Agriculture, San Juan, Puerto Rico, and in the-.....

caso del deudor hipotecario, a él a la dirección postal de su residencia según se-.....
case of mortgagor to him at the post office address of his residence as stated-.....

específica más adelante.....
hereinafter.....

(Veintidós) El deudor hipotecario por la presente cede al acreedor hipotecario-.....
(Twenty-Two) Mortgagor by these presents grants to mortgagee-.....

el importe de cualquier sentencia obtenido por expropiación forzosa para uso-.....
the amount of any judgment obtained by reason of condemnation proceedings for public-.....

público de los bienes o parte de ellos así como también el importe de la sentencia-.....
use of the property or any part thereof as well as the amount of any judgment-.....

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así-.....
for damages caused to the property. The mortgagee will apply the amount so-.....

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del-.....
received to the payment of costs incurred in its collection and the balance to the payment-.....

pagará y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta-.....
of the note and any indebtedness to the mortgagee secured by this-.....

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.
mortgagee, and if any amount then remains, will pay such amount to mortgagor,.....

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso-.....
SEVENTH: That for the purpose of the first sale to be held in case-.....

de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmen-.....
of foreclosure of this mortgage, in conformity with the mortgage law, as amended-.....

dada, el deudor hipotecario por la presente tasó los bienes hipotecados en la suma-.....
Mortgagor does hereby appraise the mortgaged property in the amount-.....

de ciento cincuenta y un mil dólares (\$151,000.00).
of a hundred and fifty one thousand dollars (\$151,000.00).

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-.....
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be-.....

miento y se considerará en mora sin necesidad de notificación alguna por parte-.....
considered in default without the necessity of any notification of default or demand for pay-.....

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-.....
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the-.....

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,.....
Farmers Home Administration now in effect, and to its future regulations-.....

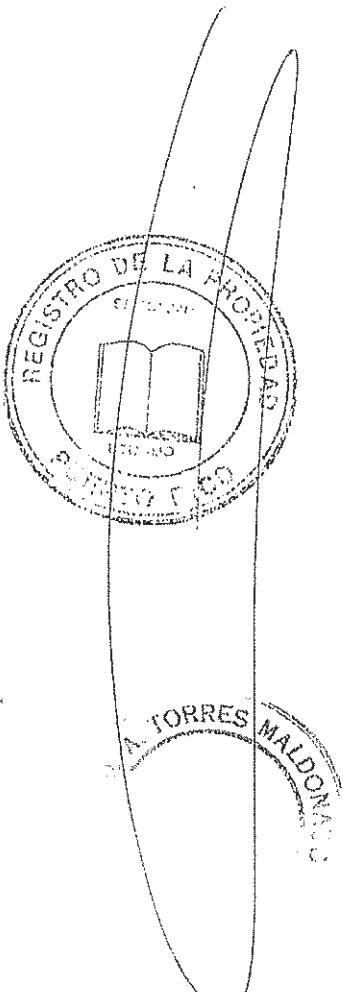
no inconsistentes con los términos de esta hipoteca, así como también sujeta a-.....
not inconsistent with the provisions of this mortgage, as well as to the-.....

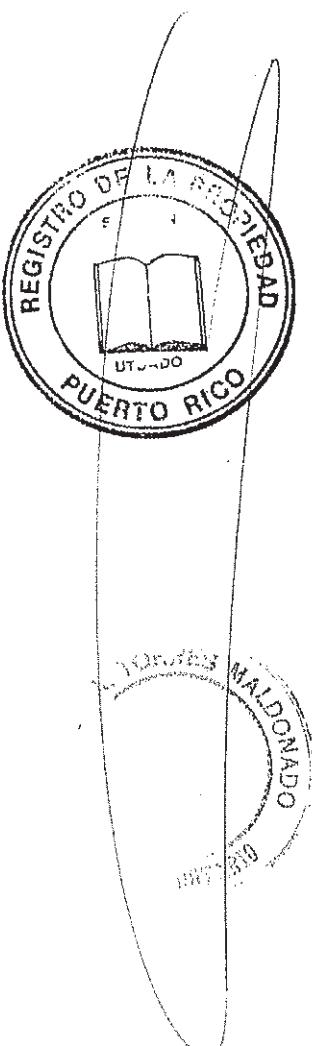
las leyes del Congreso de Estados Unidos de América que autorizan la asignación-.....
laws of the Congress of the United States of America authorizing the making and-.....

y aseguramiento del préstamo antes mencionado.
insuring of the loan hereinbefore mentioned,.....

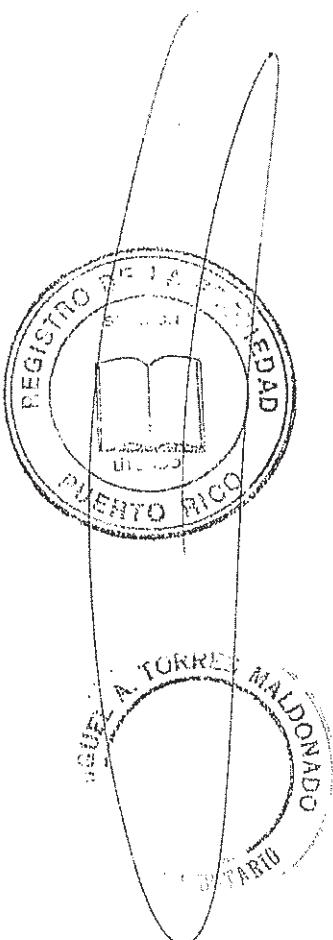
NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:.....
NINTH: The amounts guaranteed by this mortgage are as follows:.....

Una: En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de..... One: At all times when the note mentioned in paragraph THIRD of..... esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor..... this mortgage is held by mortgagee, or in event mortgagee, hipotecario cediere esta hipoteca sin asegurar el Pagaré:..... should assign this mortgage without insurance of the note, of.....
CIENTO CINCUENTA Y UN MIL..... ONE HUNDRED AND FIFTY ONE THOUSAND.....
DÓLARES (\$151,000.00)..... DOLLARS (\$151,000.00).....
el principal de dicho pagaré, con sus intereses según estipulados a razón del CUATRO..... the principal amount of said note, together with interest as stipulated therein at the rate of FOUR.....
PUNTO SESENTA Y DOS CINCO..... POINT SIXTY TWO FIVE.....
POR CIENTO (4.625%) anual;..... PERCENT (4.625%) per annum;.....
Dos: En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:..... Two. At all times when said note is held by an insured lender:.....
(A) DOSCIENTOS VEINTISEIS MIL QUINIENTOS..... (A) TWO HUNDRED TWENTYSIX THOUSAND FIVE HUNDRED.....
DÓLARES (\$226,500.00)..... DOLLARS (\$226,500.00).....
para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado..... for indemnify the mortgagor for advances to the insured lender.....
por motivo del incumplimiento del deudor hipotecario de pagar los plazos según..... by reason of mortgagor's failure to pay the installments as.....
se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,..... specified in the note, with interest as stated in paragraph SIXTH,.....
Tercero;..... Three;.....
(B) TREINTA MIL DOSCIENTOS..... (B) THIRTY THOUSAND TWO HUNDRED.....
DÓLARES (\$30,200.00)..... DOLLARS (\$30,200.00).....
Para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda..... For indemnifying the mortgagor further against any loss it might.....
sufrir bajo su seguro de pago del pagaré..... Sustain under its insurance of payment of the note;.....
Tres. En cualquier caso y en todo tiempo;..... Three. In any event and at all times whatsoever;.....
(A) TREINTA Y CUATRO MIL NOVECIENTOS DIECIOCHO DÓLARES CON..... (A) THIRTY FOUR THOUSAND NINE HUNDRED EIGHTEEN DOLLARS WITH.....
SETENTA Y CINCO CENTAVOS..... SEVENTY FIVE CENTS.....
(\$34,918.75) para intereses después de mora;..... (\$34,918.75) for default interest;.....
(B) TREINTA MIL DOSCIENTOS DÓLARES..... (B) THIRTY THOUSAND TWO HUNDRED DOLLARS.....
(\$30,200.00) para contribuciones, seguro y otros adelantos para la conservación..... (\$30,200.00) for taxes, insurance and other advances for the preservation.....

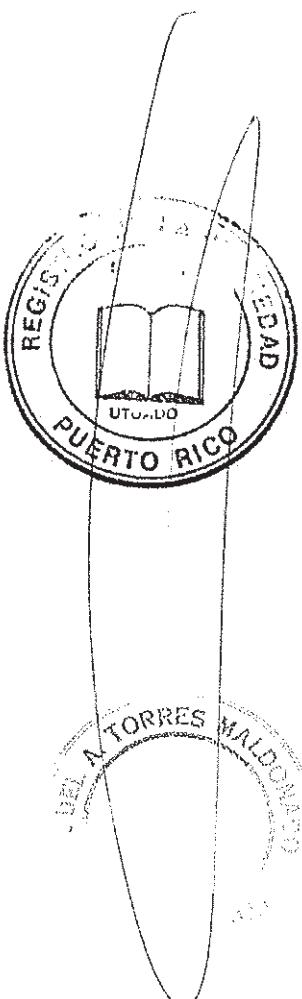




<p>y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo and protection of this mortgage, with interest at the rate stated in paragraph</p> <p>SEXTO, Tercero; SIXTH, Three;</p> <p>(C) QUINCE MIL CIEN DÓLARES. (C) FIFTEEN THOUSAND ONE HUNDRED DOLLARS.</p> <p>(\$15,100.00) para costas, gastos y honorarios de abogado en caso de ejecución; (\$15,100.00) for costs, expenses and attorney's fees in case of foreclosure;</p> <p>(D) QUINCE MIL CIEN DÓLARES. (D) FIFTEEN THOUSAND ONE HUNDRED DOLLARS.</p> <p>(\$15,100.00) para costas y gastos que incurriere el acreedor hipotecario (\$15,100.00) for costs and expenditures incurred by the mortgagee in</p> <p>rio en procedimientos para defender sus intereses contra cualquier persona que inter- proceedings to defend its interests against any other person interfering with</p> <p>venga o impugne el derecho de posesión del deudor hipotecario a los bienes según- or contesting the right of possession of mortgagor to the property as</p> <p>se consigna en el párrafo SEXTO, Trece. provided in paragraph SIXTH, Thirteen.</p> <p>DECIMO: Que el (los) pagaré (s) a que se hace referencia en el párrafo TERCERO TENTH: That The note(s) referred to in paragraph THIRD</p> <p>de esta hipoteca es (son) descrito(s) como sigue: of this mortgage is (are) described as follows:</p> <p>"Pagaré otorgado el día seis "Promissory note dated the sixth</p> <p>de agosto del dos mil diez day of August two thousand ten</p> <p>por la suma de CIENTO CINCUENTA Y UN DÓLARES in the amount of ONE HUNDRED AND FIFTY ONE THOUSAND DOLLARS</p> <p>(\$151,000.00) dólares de principal más (\$151,000.00) of principal plus</p> <p>intereses sobre el balance del principal adeudado a razón cuatro punto sesenta y dos cinco- interest over the unpaid balance at the rate of four point sixty two five</p> <p>(4.625%) por ciento anual, (4.625%) percent per annum,</p> <p>basta tanto su principal sea totalmente satisfecho según los términos, plazos, condi- until the principal is totally paid according to the terms, installments,</p> <p>ciones y estipulaciones contenidas en dicho pagaré y según acordados y convenidos conditions and stipulation contained in the promissory note and as agreed</p> <p>entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí between the borrower and the Government, except that the final installment of the</p> <p>representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero entire debt herein evidenced, if not sooner paid, will be due</p> <p>a los cuarenta años de la fecha de este pagaré. on forty years from the date of this promissory note.</p> <p>Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el said promissory note is given as evidence of a loan made by the</p> <p>Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados Government to the borrower pursuant to the law of the Congress of the United</p> <p>Unidos de América denominada "Consolidated Farm and Rural Development Act" States of America known as "Consolidated Farm and Rural Development Act"</p>	
---	--



of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según-----
of 1961" or pursuant to "Title V of the Housing Act of 1949, as-----
han sido enmendadas y está sujeto a los presentes reglamentos de la Administración-----
amended, and is subject to the present regulations of the Farmers-----
de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha-----
Home Administration and to its future regulations not inconsistent with the-----
Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE-----
Express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH-----
UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se-----
ELEVENTH: That the property object of this deed and over which-----
constituye Hipoteca Voluntaria, se describen en el idioma español como sigue:-----
voluntary mortgage is constituted, are described in the Spanish language as follows:-----
---"RÚSTICA: Predio de terreno identificado en el plano de subdivisión del Proyecto
Wilson Colberg como parcela número nueve (9), localizada en el Barrio Mameyes del
termino municipal de Jayuya, Puerto Rico; compuesto de DIECISIETE CUERDAS
CON TRES MIL TRESCIENTOS SIETE DIEZ MILESIMAS DE OTRA
(17,3307 cdes), equivalentes a ochenta y un mil trescientos treinta y tres metros
cuadrados con siete mil once diezmilésimas de oro (81,333.7011 m/c). En Linderos: al
Norte, con la parcela número siete (7); al Sur, con camino que la separa de las parcelas
número diez (10) y once (11) respectivamente; al Este, con camino que la separa de la
parcela número diez (10) y al Oeste, con parcela número ocho (8)."-----
---Inscrita al Folio ciento veinticinco (125) del Tomo ciento cuarenta y dos (142) de
Jayuya, finca número siete mil novecientos treinta y cinco (7,935).-----
Adquirieron los prestatarios la descrita finca-----
Borrowers acquired the described property-----
según consta de la Escritura Número setenta y cuatro (74)-----
pursuant to Deed Number seventy four (74)-----
de fecha seis de agosto del dos mil diez (2010)-----
dated August sixth two thousand ten (2010)-----
otorgada en la ciudad de Utuado, Puerto Rico-----
executed in the city of Utuado, Puerto Rico-----
ante el Notario Miguel Torres Maldonado-----
before Notary Miguel Torres Maldonado-----
Dicha propiedad se encuentra libre de cargas y gravámenes y afecta a limitaciones-----
Said property is free of charges or taxes and is affected to limitations-----
del Título VI de la Ley de Tierra de Puerto Rico.-----
of Title VI of Puerto Rico Land Law.-----
DUODECIMO: Que comparece en la presente escritura como Deudores Hipotecarios-----
TWELFTH: The party appearing in the present deed as Mortgagors-----
Jesús Rafael Cruz Soto, mayor de edad, soltero, Agricultor y-----
Jesus Rafael Cruz Soto, of legal age, single, Farmer and-----
vecino de Jayuya, Puerto Rico.-----
resident of Jayuya, Puerto Rico.-----
DECIMO TERCERO: El importe del préstamo aquí consignado se usó o será utilizado-----
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used-----
para comprar una finca.-----
for buying a farm.-----
DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-----
FOURTEENTH: The borrower will personally occupy and use any structure-----
tura que haya sido construida, mejorada o comprada con el importe del préstamo-----
constructed, improved or purchased with the proceeds of the loan-----
aquel garantizado y no arrendará o usará para otros fines dicha estructura a menos-----



herein guaranteed and shall not lease or use for other purposes said structure unless-----	que el Gobierno lo consienta por escrito. La violación de esta cláusula como la-----
the Government so consents in writing. Violation of this clause as well as-----	violation de cualquier otro convenio o cláusula aquí contenida ocasionará el-----
violation of any other agreement or clause herein contained will cause-----	vencimiento de la obligación como si todo el término hubiese transcurrido y en-----
the debt to become due as if the whole term had elapsed and the-----	aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la-----
Government at its option may declare due and payable the loan and proceed to-----	ejecución de la hipoteca.-----
The foreclosure of the mortgage.-----	DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción-----
FIFTEENTH: This mortgage expressly extends to all construction-----	o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-----
or building existing on the farm(s) hereinbefore described and all improvement,-----	ción o edificación que se construya en dicha finca(s) durante la vigencia del pres-----
construction or building constructed on said farm(s) while the-----	tamo hipotecario constituido a favor del Gobierno, verificada por los actuales-----
mortgage loan constituted in favor of the Government is in effect, made by the presence-----	dueños deudores o por sus cesionarios o causahabientes.-----
owners or by their assigns or successors.-----	DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada-----
SIXTEENTH: The mortgagor by these presents hereby waives jointly and-----	y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o-----
severally for himself and on behalf of his heirs, assigns, successors or-----	representantes a favor del acreedor (Administración de Hogares de Agricultores),-----
representatives, in favor of mortgagor (Farmers Home Administration).-----	cualquier derecho de Hogar Seguro (Homestead) que en el presente o en el futuro-----
any Homestead right (Homestead) that presently or in the future-----	pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios-----
he may have in the property described in paragraph eleventh and in the buildings-----	allí encalvados o que en el futuro fueran construidos; renuncia esta permitida-----
thereon or which in the future may be constructed; this waiver being permitted-----	a favor de la Administración de Hogares de Agricultores por la Ley Número trece-----
in favor of the Farmers Home Administration by Law Number Thirteen-----	(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31-----
(13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31-----	L.P.R.A. 1851).-----
L.P.R.A. 1851).-----	DECIMO SEPTIMO: Toda mejora, construcción o edificación que se construya-----
SEVENTEENTH: All improvement, construction or building constructed-----	en dicha finca durante la vigencia antes mencionada deberá ser construida previa-----
on said farm (s) during the term hereinbefore referred to, must be made with the previous-----	autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-----
consent in writing of mortgagor in accordance with present regulations-----	sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y-----
or future ones that may be promulgated pursuant to the federal and-----	locales no inconsistentes o incompatibles con las leyes actuales que gobiernan-----
local laws not inconsistent or incompatible with the present laws which govern-----	estos tipos de préstamos.-----
these types of loans.-----	

DECIMO OCTAVO: La obligación del deudor es para con los Estados Unidos de EIGHTEEN: The legal obligation of the mortgage is with the United States of America acting

América, no de las Administración de Hogares de Agricultores, through the Farm Service Agency, not the Farmers Home Administration.

.....ACEPTACIÓN.....

.....ACCEPTANCE.....

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez. The appearing party (parties) ACCEPT(S) this deed in the manner drawn once.

Yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes. I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s). So they say and execute before me, the authorizing Notary, the appearing party (parties).

sin requerir la presencia de testigos después de renunciar su derecho a ello del que sin requerir la presencia de testigos después de renunciar su derecho a ello del que without demanding the presence of witnesses after waiving his (their) right to do so of which

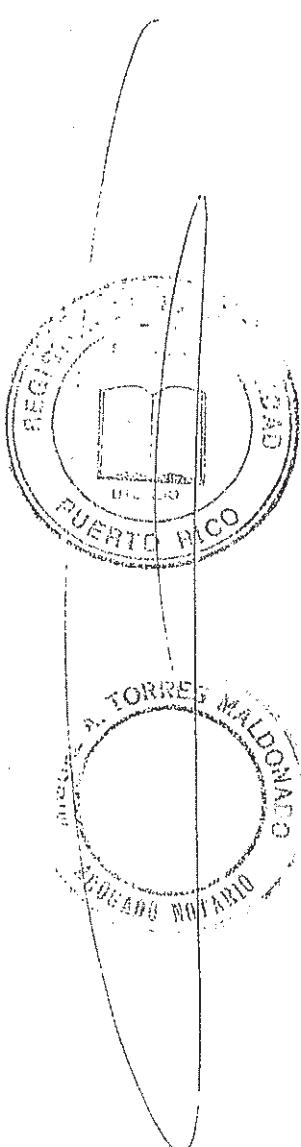
le(s) advertí. I advised him (them).

Después de ser leída esta escritura por el (los) compareciente (s), se ratifica (n). After this deed was read by the appearing party (parties) he (they) ratify its

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura. contents, places) his (their) initials on each of the folios of this deed

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY. including the last one, and all sign before me, the authorizing Notary who GIVES

FE de todo el contenido de esta escritura. FAITH to everything contained in this deed.



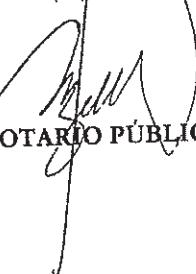
---FIRMADO: JESÚS RAFAEL CRUZ SOTO.

---FIRMADO, SIGNADO, RUBRICADO Y SELLADO, MIGUEL TORRES MALDONADO, NOTARIO PÚBLICO.

---Cancelados en el original y en copia certificada de esta escritura los sellos y aranceles correspondientes que dispone la ley.

---Estampadas en todos y cada uno de los folios del original las iniciales de los otorgantes y las firmas al final.

---CERTIFICO: Que la que precede es primera copia certificada de su original que bajo el número setenta y cinco (75) obra en mi protocolo de instrumentos públicos correspondiente al año dos mil diez (2010) al cual me remito y para entregar a Jesús Rafael Cruz Soto expido la presente. Esta escritura consta de dieciséis (16) folios.


NOTARIO PÚBLICO



*Certifico const
fir P.G. G.
frente fech
6/4/12*

escrito al:

fecha: 124

lugar: 142 Jayuya

lugar no: f935

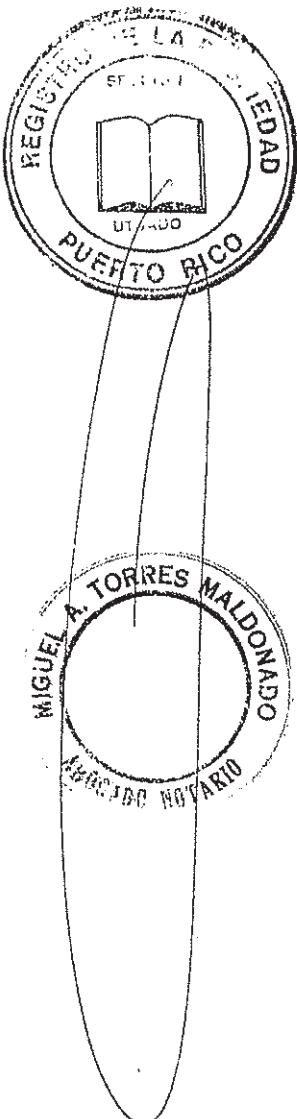
de: 5^{ta}

*Afecta a condiciones y/o instrucciones. En Utracado
6, 11 de Mayo de 2011.*

Expte

Expte 1176 Jayuya

D Reg.



This form is available electronically.

Form Approved - OMB No. 0560-0237
(See Page 3 for Privacy Act and Public Burden Statements.)FSA-2026
(04-08-10)U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

Position 2

COPY

PROMISSORY NOTE

1. Name Jesus Rafael Cruz Soto		2. State Puerto Rico	3. County Utuado	
4. Case Number 63030xxx-xx-3672	5. Fund Code 44	6. Loan Number 02	7. Date 08/06/2010	
8. TYPE OF ASSISTANCE 212-OL-BF-Reg-7YR-SDA		9. ACTION REQUIRING PROMISSORY NOTE:		
		<input checked="" type="checkbox"/> Initial loan	<input type="checkbox"/> Conservation easement	<input type="checkbox"/> Deferred payments
		<input type="checkbox"/> Consolidation	<input type="checkbox"/> Rescheduling	<input type="checkbox"/> Debt write down
		<input type="checkbox"/> Subsequent loan	<input type="checkbox"/> Reamortization	

10. FOR VALUE RECEIVED, the undersigned borrower and any cosigners jointly and severally promise to pay to the order of the United States of America Department of Agriculture, acting through the Farm Service Agency (Government), or its assigns, at its office in (a) Utuado Puerto Rico or at such other place as the Government may later designate in writing, the principal sum of (b) Thirty Thousands

dollars (c) (\$ 30,000.00 , plus interest on

the unpaid principal balance at the RATE of (d) Two and Half percent (e) 2.5 % per annum. If this note is for a Limited Resource loan (indicated in Item 8) the Government may CHANGE THE RATE OF INTEREST in accordance with its regulations, by giving the borrower thirty (30) days prior written notice by mail to the borrower's last known address. The new interest rate shall not exceed the highest rate established in the Government's regulations for the type of loan indicated in Item 8.

11. Principal and interest shall be paid in (a) 08 installments as indicated below, except as modified by a different rate of interest on or before the following dates:

(b) Installment amount	(c) Due Date	(b) Installment amount	(c) Due Date
\$ 310.00	01/01/2011	\$ 750.00	01/01/2012
\$ 30,750.00	01/01/2013	\$	
\$		\$	
\$		\$	

and (d) \$ 30,750.00 thereafter on the (e) January 01 of each (f) year until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable (g) Seven (07) years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

12. If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the borrower as requested by the borrower and approved by the Government. Approval by the Government will be given, provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from the actual date disbursed.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8842 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Initial  Date 8/6/10

13. Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by the Borrower to the Government without demand.

14. Every payment made on any indebtedness evidenced by this note shall be applied according to priorities set in 7 CFR Part 765, any successor regulation.

15. Prepayment of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled in this note.

16. Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will operate such property as a farm.

17. If "Debt Write Down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in Item 9, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of, the unpaid principal and interest on the following described notes and assumption agreements under new terms:

(a) FUND CODE/ LOAN NO.	(b) FACE AMOUNT	(c) INTEREST RATE	(d) DATE (MM-DD-YYYY)	(e) ORIGINAL BORROWER	(f) LAST INSTA DUE (MM-DD-YY)
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			

18. Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidation, write down, rescheduling, or reamortization. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

19. If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, the Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a nonprogram loan.

Initial  Date 8/6/10

FSA-2026 (04-08-10)

Page 3 of 3

20. The Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 CFR Part 1940, subpart G, Exhibit M, or any successor regulation.

21. Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute DEFAULT under this and any other instrument evidencing a debt of the Borrower owing to the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. Upon such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

22. This note is given as evidence of a loan to the Borrower made by the Government pursuant to the Consolidated Farm and Rural Development Act and for the type of loan as indicated in Item 8. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

23. Presentment, protest, and notice are waived.



Jesus Rafael Cruz Soto

NOTE:	<p>The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seq.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower, and servicing of loans and loan guarantees. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.</p> <p>According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0580-0237. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</p>
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20. The Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 CFR Part 1940, subpart G, Exhibit M, or any successor regulation.

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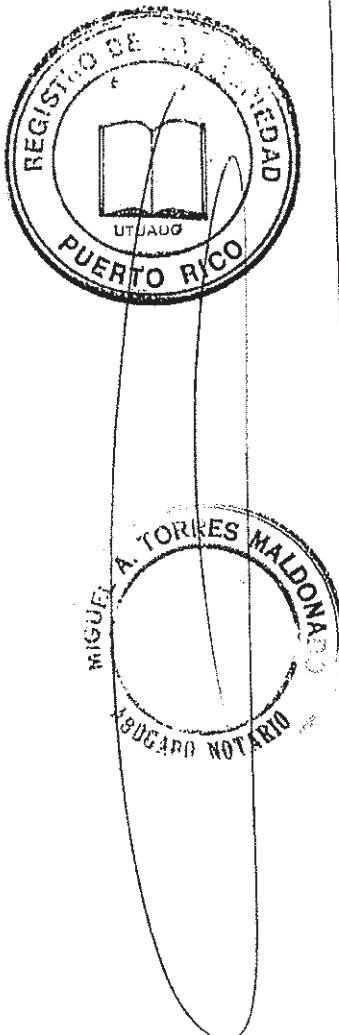
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23. Presentment, protest, and notice are waived.



Jesus Rafael Cruz Soto

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DEPARTAMENTO DE JUSTICIA
Registro de la Propiedad
Sección 20

Núm. de folio 1905 10
Ano 2010 4/10
Hora 2:21 6/ago/10

AT 0h/4th

NÚMERO SETENTA Y SEIS (76)
NUMBER SEVENTY SIX (76)

HIPOTECA VOLUNTARIA
VOLUNTARY MORTGAGE

---En la Ciudad de Utuado, Puerto Rico, a los seis (6) días del mes de
---In the City of Utuado, Puerto Rico, on the sixth (6) days of
agosto del año dos mil diez (2010).
August two thousand ten (2010).

ANTE MI
BEFORE ME

MIGUEL TORRES MALDONADO

Abogado y Notario Público de la Isla de Puerto Rico, con residencia en
Attorney and Notary Public for the Island of Puerto Rico, with residence in
Utuado, Puerto Rico y oficina en Utuado, Puerto Rico.
Utuado, Puerto Rico and office in Utuado, Puerto Rico.

COMPARCEN
APPEAR

Las personas nombradas en el párrafo DUODÉCIMO de esta hipoteca denominadas
The persons named in paragraph TWELFTH of this mortgage
de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales
hereinafter called the "mortgagor" and whose personal circumstances
aparecen de dicho párrafo.
appear from said paragraph.

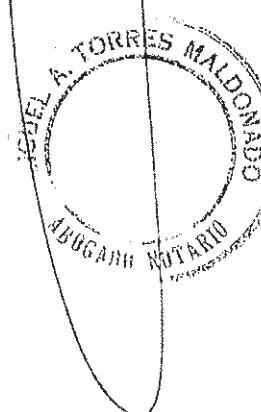
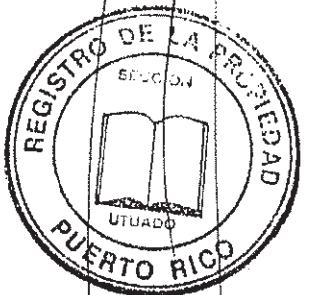
Doy Fe de del conocimiento personal de los comparecientes así como por sus dichos
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their
de su edad, estado civil, profesión y vecindad.
statements which I believe to be true of their age, civil status, profession and residence.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración
They assure me that they are in full enjoyment of their civil rights, and the free administration
de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorgamiento.
of their property, and they have, in my judgment, the necessary legal capacity to grant this
voluntary mortgage.

EXPONEN:
WITNESSETH:

PRIMERO: el deudor hipotecario es dueño de la finca o fincas descritas en el
FIRST: That the mortgagor is the owner of the farm or farms described in
párrafo UNDECIMO así como de todos los derechos e intereses en las mismas.
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same.

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denominada de aquí en adelante "los bienes".
hereinafter referred to as "the property".

SEGUNDO: Que los bienes aquí hipotecados están sujetos a los gravámenes que
SECOND: That the property mortgaged herein is subject to the liens

se especifican en el párrafo UNDECIMO.
specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de
THIRD: That the mortgagor has become obligated to the United States

América, actuando por conducto de la Farm Service Agency,
of America, acting through the Farm Service Agency,

denominado de aquí en adelante el "acreedor hipotecario" en relación con
hereinafter called the "mortgagee" in connection with

un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s).

rogación, denominado en adelante el "pagaré" sean uno o más.
hereinafter called "the note" whether one or more.

CUARTO: Se sobreentiende que:
FOURTH: It is understood that:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la-
(One) The note evidences a loan or loans to the mortgagor in the

suma de principal especificada en el mismo, concedido con el propósito y la inten-
principal amount specified therein made with the purpose and intention

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y-
that the mortgagor, at any time, may assign the note and

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno-
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One

consolidando la Administración de Hogares de Agricultores o el Título Quinto de-
consolidating the Farmers Home Administration or Title Five of

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmendadas.
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede-
(Two) When payment of the note is guaranteed by the mortgagor

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el-
if may be assigned from time to time and each holder of the insured note, in turn,

prestamista asegurado.
will be the insured lender.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-
(Three) When payment of the note is insured by the mortgagor, the

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con-
mortgagor will execute and deliver to the insured lender along

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-
with the note an insurance endorsement insuring the payment of the note fully as to principal

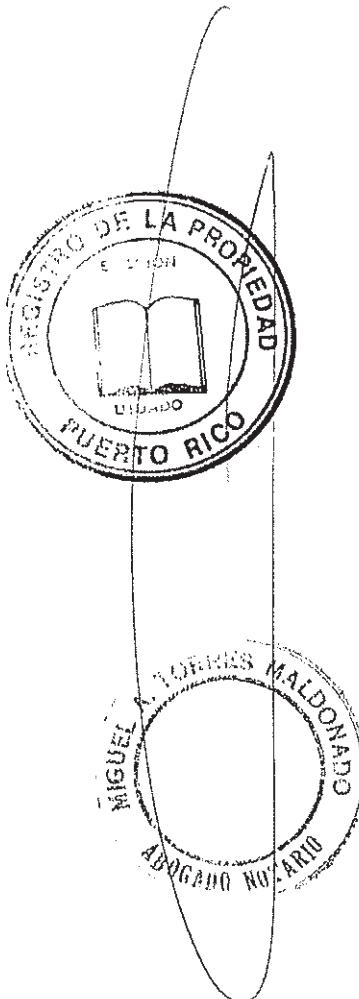
tereses de dicho pagaré.
and interest.

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor
(Four) At all times when payment of the note is insured by the mortgagor

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,
the mortgagor by agreement with the insured lender

determinarán en el endoso de seguro la porción del pago de intereses del pagaré-
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "cargo anual".



ments on the note, to be designated the "annual charge".

(Cinco) Una condición del aseguramiento de pago del pagaré será que el tenedor cederá todos sus derechos y remedios contra el deudor hipotecario y cualesquier otros en relación con dicho préstamo así como también a los beneficios de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en cualquier convenio suplementario por parte del deudor.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en que el acreedor hipotecario ceda esa hipoteca sin asegurar el pagaré, esta hipoteca garantizará el pago del pagaré pero cuando el pagaré esté en poder de un prestamista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, constituirá una hipoteca de indemnización para garantizar el acreedor hipotecario contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumplimiento por parte del deudor hipotecario.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipotecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE, NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y (b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garantía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí consignado para garantizar el cumplimiento del convenio del deudor hipotecario.

(Five) A condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against the mortgagor and any others in connection with said loan, as well as any benefit of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the mortgagee's request will assign the note to the mortgagee should the mortgagor violate any covenant or agreement contained herein, in the note, or any supplementary agreement.

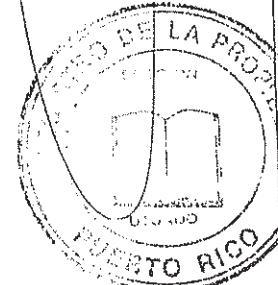
(Six) It is the purpose and intent of this mortgage that, among other things, at all times when the note is held by the mortgagee or in the event the mortgagee should assign this mortgage without insurance of the note, this mortgage shall secure payment of the note; but when the note is held by an insured lender, this mortgage shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt.

It shall constitute an indemnity mortgage to secure the mortgagee against loss under its insurance endorsement by reason of any default by the mortgagor.

FIFTH: That, in consideration of said loan and (a) at all times when the note is held by the mortgagee, or in the event the mortgagee should assign this mortgage without insurance of the payment of the note, in guarantee of the amount of the note as specified in subparagraph (one) of paragraph NINTH hereof, with interest at the rate stipulated, and to secure prompt payment of the note and any renewals and extensions thereof and any agreement contained therein.

(b) at all times when the note is held by an insured lender, in guarantee of the amounts specified in subparagraph 9Two of paragraph NINTH hereof for securing the performance of the mortgagor's agreement.

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en
herein to indemnify and save harmless the mortgagor against loss under its
doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-
insurance endorsement by reason of any default by the mortgagor, and any-
quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el-
event and at all times whatsoever, in guarantee of the additional amounts specified in-
subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el-
subparagraph (Three) of paragraph NINTH hereof, and to secure the-
cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí-
performance of every covenant and agreement of the mortgagor-
contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por-
contained herein or in any supplementary agreement, the mortgagor-
la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre-
hereby constitutes a voluntary mortgage in favor of the mortgagor on-
los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los-
the property described in paragraph ELEVENTH hereof, together with all rights,--
derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes-
interest easements, hereditaments and appurtenances thereto belonging,--
a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto de-
the rents, issues and profits thereof and revenues and-
ingreso de los mismos, toda mejora o propiedad personal en el presente o que en-
income therefrom, all improvements and personal property now or-
el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,--
later attached thereto or reasonably necessary to the use thereof,--
sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a-
all water, water rights and shares in the same pertaining to-
las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario-
the farms and all payments at any time owing to the mortgagor-
por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación-
by virtue of any sale, lease, transfer, conveyance or total or-
total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre-
partial condemnation of or injury to any part thereof or interest-
ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta-
therein, it being understood that this lien will continue in full force and effect until-
que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y-
all amounts as specified in paragraph NINTH hereof with interest before and-
después del vencimiento hasta que los mismo hayan sido pagados en su totalidad,--
after maturity until paid, have been paid in full.-----
En caso de ejecución, los bienes responderán del pago del principal, los intereses-----
In case of foreclosure, the property will be answerable for the payment of the principal, interest-----
antes y después de vencimiento, hasta su total solvente, pérdida sufrida por el acre-
thereon before and after maturity until paid, losses sustained by the-
dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cuan-
mortgagor as insurer of the note, taxes, insurance premiums, and-
quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor-
other disbursements and advances by the mortgagor for the mortgagor's account-
hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,--
with interest until repaid to the mortgagor, costs, expenses and-
gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-
attorney's fees of the mortgagor all extensions and renewals of any of-
vación de dichas obligaciones con intereses sobre todos y todo otro cargo o suma-
said obligations, with interest on all and all other charges and additional-----



adicional especificada en el párrafo NOVENO de este documento.-----
Amounts as specified in paragraph NINTH hereof.-----

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:-----
SIXTH: That the mortgagor specifically agrees as follows:-----

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda-----
(One) To pay promptly when due any indebtedness-----

aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario-----
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any-----

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.-----
Loss under its insurance of payment of the note by reason of any default by the mortgagor.-----

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el-----
At all times when the note is held by an insured lender, the-----

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor-----
mortgagor shall continue to make payments on the note to the mortgagee.-----

hipotecario como agente cobrador del tenedor del mismo.-----
As collection agent for the holder.-----

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación-----
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal-----

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los-----
and any delinquency charges, now or hereafter required by-----

reglamentos de la Administración de Hogares de Agricultores.-----
regulations of the Farmer's Home Administration.-----

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado-----
(Three) At all times when the note is held by an insured lender,-----

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos-----
any amount due and unpaid under the terms of the note, less-----

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor-----
the amount of the annual charge, may be paid by the mortgagee to the holder-----

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido-----
of the note to the extent provided in the insurance endorsement-----

en el párrafo CUARTO anterior por cuenta el deudor hipotecario.-----
referred to in paragraph FOURTH hereof for the account of the mortgagor.-----

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído-----
Any amount due and unpaid under the terms of the note, whether it is held-----

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada-----
by the mortgagee or by an insured lender, may be credited-----

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto-----
by the mortgagee on the note and thereupon shall constitute an advance-----

por el acreedor hipotecario por cuenta del deudor hipotecario.-----
by the mortgagee for the account of the mortgagor-----

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-----
Any advance by the mortgagee as described in this-----

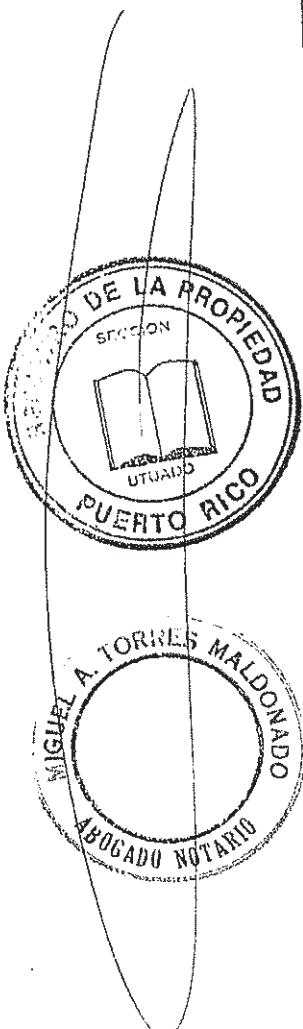
Párrafo devengará intereses a razón del dos punto cincuenta-----
Subparagraph shall bear interest at the rate of two point fifty-----

.....por ciento (2.50%)-----
.....per cent (2.50%)-----

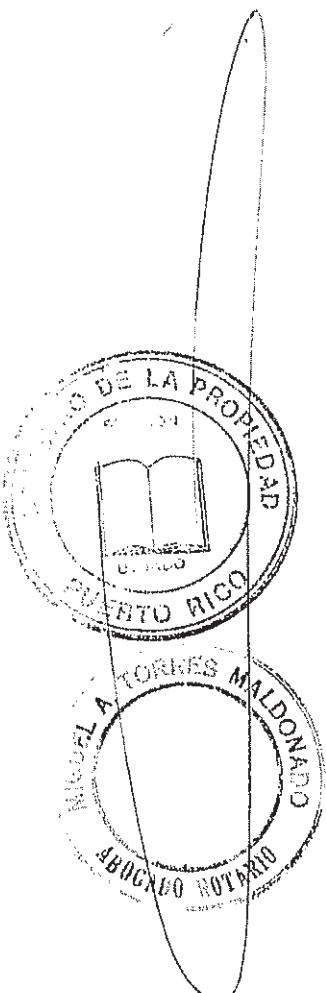
anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor-----
per annum from the date on which the amount of the advance was due to the date of payment-----

hipotecario lo satisfaga.-----
to the mortgagee.-----





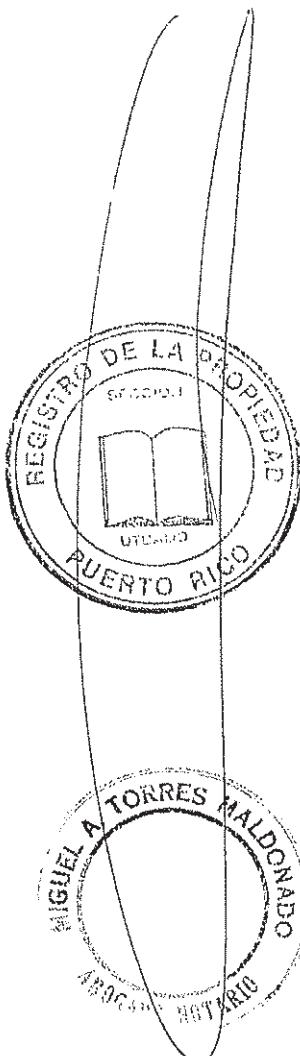
<p>(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier adelanto hecho por el acreedor hipotecario para prima de seguro, reparaciones, gravámenes u otra reclamación en protección de los bienes hipotecados o para contribuciones o impuestos u otro gasto similar por razón de haber el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos hasta que los mismos sean satisfechos por el deudor hipotecario.</p> <p>(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor hipotecario determinare.</p> <p>(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para los propósitos autorizados por el acreedor hipotecario.</p> <p>(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes y cargas que graven los bienes o los derechos o intereses del deudor hipotecario bajo los términos de esta hipoteca.</p> <p>(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según require el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y otros riesgos serán en la forma y por las cantidades, términos y condiciones que</p>	<p>(Four) Whether or not the note is insured by the mortgagee, any advance made by the mortgagee for property insurance premiums, repairs, taxes or assessments or other similar charges by reason of the mortgagor's failure to pay the same, shall bear interest at the rate stated in the next preceding subparagraph from the date of the advance until repaid to the mortgagee.</p> <p>(Five) All advances made by mortgagee as described in this mortgage, with interest, shall be immediately due and payable by the mortgagor to mortgagee without demand at the place designated in the note and shall be guaranteed hereby. No such advance by mortgagee shall relieve the mortgagor from breach of his covenant to pay. Such advances, with interest shall be repaid from the first available collections received from mortgagor. Otherwise, any payment made by mortgagor may be applied on the note or any other indebtedness to mortgagee secured hereby, in any order mortgagee determines.</p> <p>(Six) To use the loan evidenced by the note solely for purposes authorized by mortgagee.</p> <p>(Seven) To pay when due all taxes, special assessments, liens and charges encumbering the property or the right or interest of mortgagee under the terms of this mortgage.</p> <p>(Eight) To procure and maintain insurance against fire and other hazards as required by mortgagee on all existing buildings and improvements on the property and on any buildings and improvements put there on in the future. The insurance against property and on any buildings and improvements put there on in the future. The insurance against</p>
--	--



<p>fire and other hazards will be in the form and amount and on terms and conditions aprobare el acreedor hipotecario,..... approved by mortgagee,.....</p> <p>(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las (Nine) To keep the property in good condition and promptly make all-..... reparaciones necesarias para la conservación de los bienes; no cometerá ni per- necessary repairs for the conservation of the property; he will not commit nor-..... mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá permit to be committed any deterioration of the property; he will not remove nor demolish-..... ningún edificio o mejora en los bienes, no cortará ni removerá madera de la finca, any building or improvement on the property; nor will he cut or remove wood from the farm-..... ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other-..... minerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out-..... a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from time-..... en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación to time. Mortgagor shall comply with such farm conservation practices-..... de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time to-..... tiempo pueda prescribir. time may prescribe.</p> <p>(Diez) Si esta hipoteca se otorga para un préstamo a dueño de la finca según se iden- (Ten) If this mortgage is given for a loan to a farm owner as identified-..... tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor in the regulations of the Farmers Home Administration, mortgagor-..... hipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other-..... una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the farm or any part of it-..... menos que el acreedor hipotecario consienta por escrito en otro método de opera unless mortgagee agrees in writing to any other method of operation-..... ción o al arrendamiento. or lease.</p> <p>(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may require,..... información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the-..... la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all laws, ordinances, and regulations-..... que afecten los bienes o su uso. Affecting the property or its use.</p> <p>(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times-..... derecho a inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or not-..... otorgada está siendo mermada o deteriorada, y si dicho examen o inspección deter- the security given is being lessened or impaired, and if such inspection or examination shall-..... minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer- disclose, in the judgment of mortgagee, that the security given is being lessened-.....</p>



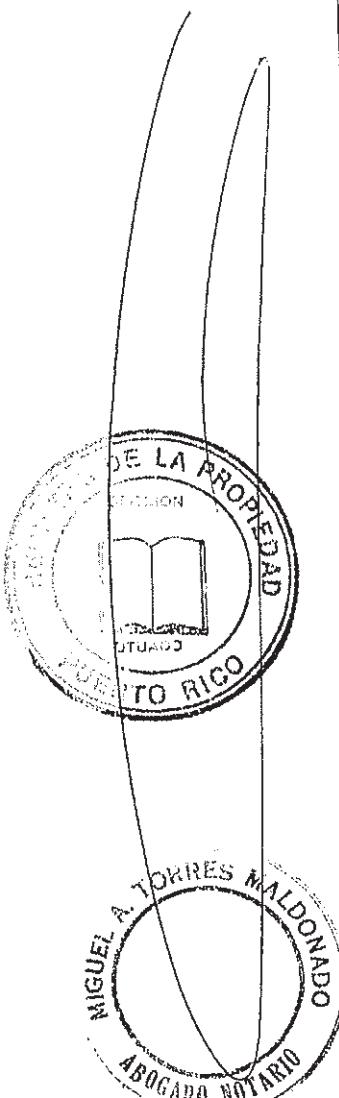
mada o deteriorada, tal condición se considerará como una violación por parte del-
or impaired, such condition shall be deemed a breach by the-
deudor hipotecario de los convenios de esta hipoteca.-
Mortgagor of the covenants of this mortgage.-
(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión-
(Thirteen) If any other person interferes with or contests the right of possession-
del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará-
of the mortgagor to their to the property, the mortgagor will immediately notify-
al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,-
Mortgagee of such action, and mortgagee at its option-
podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus-
May institute the necessary proceedings in defense of its-
intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos-
Interest, and any costs or expenditures incurred by mortgagee by said-
procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán-
proceedings will be charged to the mortgage debt and considered-
garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria-
by this mortgage within the additional credit of the mortgage clause-
para adelantos, gastos y otros pagos.-
for advances, expenditures and other payments.-
(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente-
(Fourteen) If the mortgagor at any time while this mortgage remains in effect-
esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-
should abandon the property or voluntarily deliver it to mortgagee,-
dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-
mortgagee is hereby authorized and empowered-
res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar-
to take possession of the property, to rent and administer the same and collect-
sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los-
the rents, benefits, and income from the same and apply them first to the-
gastos de cobro y administración y en segundo término al pago de la deuda eviden-
costs of collection and administration and secondly to the payment of the debt evidenced-
ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,-
by the note or any indebtedness to mortgagee hereby guaranteed,-
en el orden y manera que el acreedor hipotecario determinare.-
In what ever order and manner mortgagee may determine-
(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor-
(Fifteen) At any time that mortgagee determines that mortgagor-
hipotecario puede obtener un préstamo de una asociación de crédito para produc-
may be able to obtain a loan from a credit association for production-
ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un-
a Federal Bank or other responsible source, cooperative or private, at a-
tipo de interés y términos razonables para préstamos por tiempo y propósitos-
rate of interest and reasonable periods of time and purposes,-
similares, el deudor hipotecario a requerimiento del acreedor hipotecario, solicitará-
mortgagor, at mortgagee's request will apply for and accept-
y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to-
sarias en la agencia cooperativa en relación con dicho préstamo,-
purchase any necessary shares of stock in the cooperative agency in regard to said loan.-
(Dieciséis) El incumplimiento de cualesquiera de las obligaciones garantizadas-



(Sixteen) Should default occur in the performance or discharge of any obligation secured by this mortgage, or should mortgagor, or any one of the persons herein called deudor hipotecario failture in el pago de cualquier cantidad o violare o no cumpliere mortgagor, default in the payment of any amounts or violate or fail to comply con cualquier cláusula, condición, estipuación o convenio o acuerdo aquí contenido with any clause, condition, stipulation, covenant, or agreement contained herein, o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado in any supplementary agreement, or die or be declared incompetent, en quiebra, insolvente o hiciere una cesión en beneficio de sus acreedores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, vendedidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (one) to declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two) incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium, seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three) de solicita la protección de la ley. request the protection of the law.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in Of this mortgage and of the note and of any supplementary agreement, including cluyendo los gastos de mensura, evidencia de título, costas, inscripción y honorarios de abogado. the costs of survey, evidence of title, court costs, recordation fee and Attorney's fees.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos enforce performance at a subsequent date of the same, similar or other covenant, agreement.



obligaciones aquí contenidos o similares u otros convenios, y sin afectar la responsabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí de any person for payment of the note or any indebtedness.

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of

gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obligación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)

negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestamista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o postergación de esta hipoteca a favor de cualquier otro gravamen constituido sobre dichos bienes.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, (Nineteen) All rights, title and interest in or to this mortgage, including pero no limitado el poder de otorgar consentimientos, cancelaciones parciales, subordinación, cancelación total, radica sola y exclusivamente en el acreedor hipotecario y ningún prestamista asegurado tendrá derecho a título o interés alguno en o sobre el gravamen y los beneficios aquí contenidos.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquier otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía constituirá incumplimiento de esta hipoteca.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será (Twenty-One) All notices to be given under this mortgage shall

remitido por correo certificado a menos que se disponga lo contrario por ley, y
he sent by certified mail unless otherwise required by law.

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,
and shall be addressed until some other address is designated in a notice so given.

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,
in the case of mortgagee to Farmers Home Administration,

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el
United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia según se
case of mortgagor to him at the post office address of his residence as stated.

específica más adelante,
hereinafter.

(Veintidós) El deudor hipotecario por la presente cede al acreedor hipotecario
(Twenty-Two) Mortgagor by these presents grants to mortgagee

el importe de cualquier sentencia obtenido por expropiación forzosa para uso
the amount of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.
mortgagee, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmendada
of foreclosure of this mortgage, in conformity with the mortgage law, as amended.

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma
Mortgagor does hereby appraise the mortgaged property in the amount

de treinta mil dólares (\$30,000.00),
of a thirty thousand dollars (\$30,000.00).

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requerir
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

considerado y se considerará en mora sin necesidad de notificación alguna por parte
considered in default without the necessity of any notification of default or demand for pay

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Administración
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

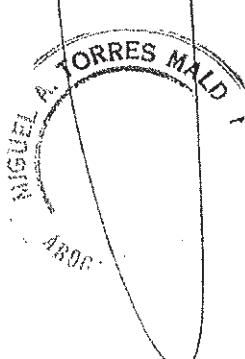
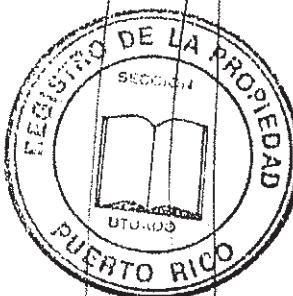
ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de América que autorizan la asignación
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:
NINTH: The amounts guaranteed by this mortgage are as follows:



Una: En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de
One: At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor
this mortgage is held by mortgagee, or in event mortgagee,

hipotecario cediere esta hipoteca sin asegurar el Pagaré:
should assign this mortgage without insurance of the note, of

TREINTA MIL
THIRTY THOUSAND

.....DÓLARES (\$30,000.00).....

.....DOLLARS (\$30,000.00).....

el principal de dicho pagaré, con sus intereses según estipulados a razón del DOS
the principal amount of said note, together with interest as stipulated therein at the rate of TWO

PUNTO CINCUENTA.....
POINT FIFTY.....

.....POR CIENTO (2.50%) anual;.....

.....PERCENT (2.50%) per annum;.....

Dos: En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:
Two. At all times when said note is held by an insured lender:

(A) CUARENTA Y CINCO MIL.....
(A) FORTY FIVE THOUSAND

.....DÓLARES (\$45,000.00).....

.....DOLLARS (\$45,000.00).....

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado
for indemnify the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según
by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,
specified in the note, with interest as stated in paragraph SIXTH,

Tercero:.....
Three:.....

(B) SEIS MIL
(B) SIX THOUSAND

.....DÓLARES (\$6,000.00).....

.....DOLLARS (\$6,000.00).....

Para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda
For indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagaré.
Sustain under its insurance of payment of the note;

Tres. En cualquier caso y en todo tiempo;
Three. In any event and at all times whatsoever;

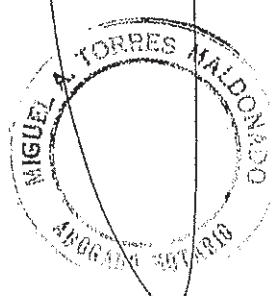
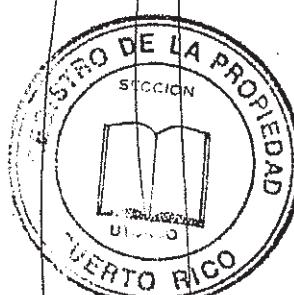
(A) TRES MIL SETECIENTOS CINCUENTA DÓLARES.....
(A) THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS.....

(\$3,750.00) para intereses después de mora;
(\$3,750) for default interest;

(B) SEIS MIL DÓLARES.....
(B) SIX THOUSAND DOLLARS

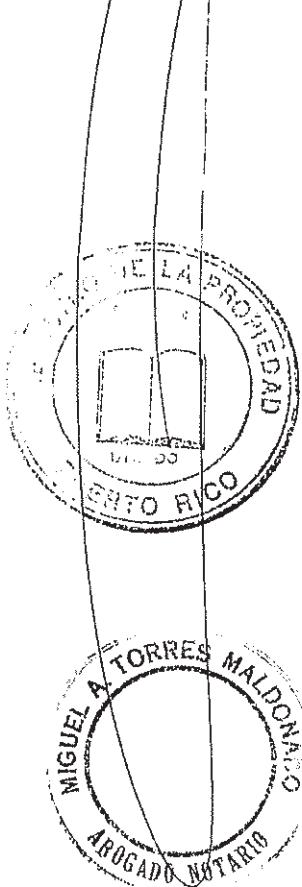
(\$6,000.00) para contribuciones, seguro y otros adelantos para la conservación
(\$6,000.00) for taxes, insurance and other advances for the preservation

y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo
and protection of this mortgage, with interest at the rate stated in paragraph



C. Torres Maldonado

SEXTO, Tercero;----- SIXTH, Threc;-----	(C) TRES MIL DÓLARES----- (C) THREE THOUSAND DOLLARS----- (\$3,000.00) para costas, gastos y honorarios de abogado en caso de ejecución;----- (\$3,000.00) for costs, expenses and attorney's fees in case of foreclosure;-----
(D) TRES MIL DÓLARES----- (D) THREE THOUSAND DOLLARS----- (\$3,000.00) para costas y gastos que incurriere el acreedor hipoteca----- (\$3,000.00) for costs and expenditures incurred by the mortgagee in----- rio en procedimientos para defender sus intereses contra cualquier persona que inter----- proceedings to defend its interests against any other person interfering with----- venga o impugne el derecho de posesión del deudor hipotecario a los bienes según----- or contesting the right of possession of mortgagor to the property as----- se consigna en el párrafo SEXTO, Trece,----- provided in paragraph (SIXTH, Thirteen.-----	DECIMO: Que el (los) pagaré (s) a que se hace referencia en el párrafo TERCERO----- TENTH: That The note(s) referred to in paragraph THIRD----- de esta hipoteca es (son) descrito(s) como sigue:----- of this mortgage is (are) described as follows:----- "Pagaré otorgado el dia seis----- "Promissory note dated the sixth----- de agosto del dos mil diez----- day of August two thousand ten----- por la suma de TREINTA MIL DÓLARES----- in the amount of THIRTY THOUSAND DOLLARS----- -----(\$30,000.00) dólares de principal más----- -----(\$30,000.00) of principal plus----- intereses sobre el balance del principal adeudado a razón dos punto cincuenta----- interest over the unpaid balance at the rate of two point fifty----- ----- (2.50%) por ciento anual,----- ----- (2.50%) percent per annum,----- hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi----- until the principal is totally paid according to the terms, installments,----- ciones y estipulaciones contenidas en dicho pagaré y según acordados y convenidos----- conditions and stipulation contained in the promissory note and as agreed----- entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí----- between the borrower and the Government, except that the final installment of the----- representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero----- entire debt herein evidenced, if not sooner paid, will be due----- a los siete años de la fecha de este pagaré.----- on seven years from the date of this promissory note.----- Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el----- said promissory note is given as evidence of a loan made by the----- Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados----- Government to the borrower pursuant to the law of the Congress of the United----- Unidos de América denominada "Consolidated Farm and Rural Development Act----- States of América known as "Consolidated Farm and Rural Development Act----- of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según----- of 1961" or pursuant to "Title V of the Housing Act of 1949, as-----



han sido enmendadas y está sujeto a los presentes reglamentos de la Administración
omended, and is subject to the present regulations of the Farmers

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha-
Home Administration and to its future regulations not inconsistent with the

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.
Express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se-
ELEVENTH: That the property object of this deed and over which

constituye Hipoteca Voluntaria, se describen en el idioma español como sigue:
voluntary mortgage is constituted, are described in the Spanish language as follows:

...“RÚSTICA: Predio de terreno identificado en el plano de subdivisión del Proyecto
Wilson Colberg como parcela número nueve (9), localizada en el Barrio Mameyes del
termino municipal de Jayuya, Puerto Rico; compuesto de **DIECISIETE CUERDAS**
CON TRES MIL TRESCIENTOS SIETE DIEZ MILESIMAS DE OTRA
(17.3307 cdes), equivalentes a ochenta y un mil trescientos treinta y tres metros
cuadrados con siete mil once diezmilésimas de otro (81,333.7011 m/c). En Linderos: al
Norte, con la parcela número siete (7); al Sur, con camino que la separa de las parcelas
número diez (10) y once (11) respectivamente; al Este, con camino que la separa de la
parcela número diez (10) y al Oeste, con parcela número ocho (8).”

---Inscrita al Folio ciento veinticinco (125) del Tomo ciento cuarenta y dos (142) de
Jayuya, finca número siete mil novecientos treinta y cinco (7,935).

Adquirieron los prestatarios la descrita finca
Borrowers acquired the described property

según consta de la Escritura Número setenta y cuatro (74)
pursuant to Deed Number seventy four (74)

de fecha seis de agosto del dos mil diez (2010)
dated August sixth two thousand ten (2010)

otorgada en la ciudad de Utuado, Puerto Rico
executed in the city of Utuado, Puerto Rico

ante el Notario Miguel Torres Maldonado
before Notary Miguel Torres Maldonado

Dicha propiedad se encuentra afecta a una hipoteca por ciento cincuenta y un mil
Said property is affected to a mortgage for a hundred and fifty one thousand

dólares (\$151,000.00) a favor de los Estados Unidos de América y a limitaciones del
dollars (\$151,000.00) in favor of the United States of America and to limitations of Title VI.

Titulo VI de la Ley de Tierra de Puerto Rico.
Title VI of Puerto Rico Land Law.

DUODECIMO: Que comparece en la presente escritura como Deudores Hipotecarios
TWELFTH: The party appearing in the present deed as Mortgagors

Jesús Rafael Cruz Soto, mayor de edad, soltero, Agricultor y
Jesus Rafael Cruz Soto, of legal age, single, Farmer and

vecino de Jayuya, Puerto Rico.
resident of Jayuya, Puerto Rico.

DECIMO TERCERO: El importe del préstamo aquí consignado será utilizado
THIRTEENTH: The proceeds of the loan herein guaranteed will be used

para gastos operacionales de una finca.
for operating costs from a farm.

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construida, mejorada o comprada con el importe del préstamo
constructed, improved or purchased with the proceeds of the loan
aquel garantizado y no arrendará o usará para otros fines dicha estructura a menos



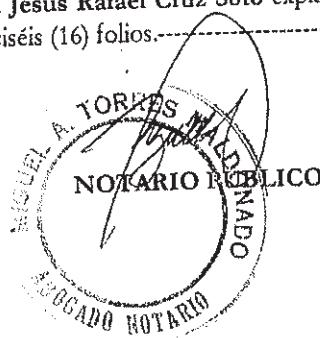
---FIRMADO: JESÚS RAFAEL CRUZ SOTO.

---FIRMADO, SIGNADO, RUBRICADO Y SELLADO, MIGUEL TORRES MALDONADO, NOTARIO PÚBLICO.

---Cancelados en el original y en copia certificada de esta escritura los sellos y aranceles correspondientes que dispone la ley.

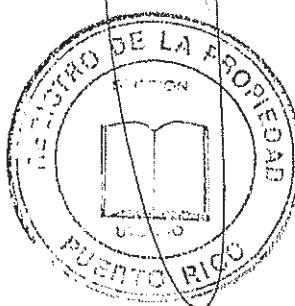
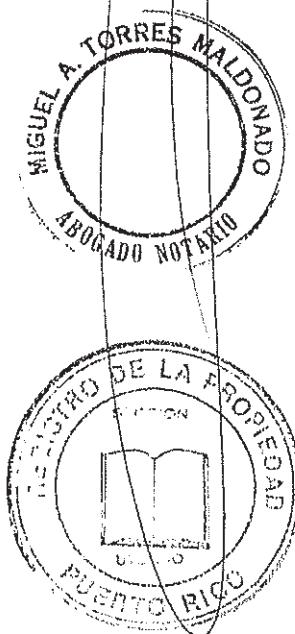
---Estampadas en todos y cada uno de los folios del original las iniciales de los otorgantes y las firmas al final.

---CERTIFICO: Que la que precede es primera copia certificada de su original que bajo el número setenta y seis (76) obra en mi protocolo de instrumentos públicos correspondiente al año dos mil diez (2010) al cual me remito y para entregar a Jesús Rafael Cruz Soto expido la presente. Esta escritura consta de dieciséis (16) folios.



CANCELLED

Certifico copia
de P. G. G.
Santos
6/4/12



eliv: 124

Nombre: 142 Jayuya

rama no: 7,935

Li: 6ta

Sujeta a condiciones restrictivas y
a hipoteca a favor de E.U.A por la suma
de \$151,000. En Vitrina 9,º de Mayo
de 2011.

Enviado

Jesús M. Cruz Vc

Ricardo

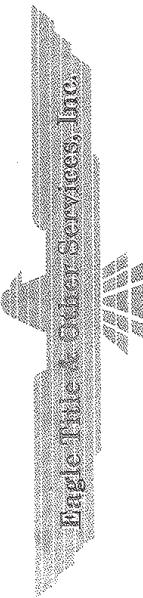
TITLE SEARCH

CLIENT: JOSE RAFAEL CRUZ SOTO

REF: 1521.330
BY: ALEXIA JUARBE

ESTUDIOS DE TÍTULO
SEGUROS DE TÍTULO
P.O. BOX 1467, TRUJILLO ALTO, PR. 00977-1467
TEL. (787) 748-1130/748-8577 • FAX (787) 743-1143
estudios@eagletitlepr.com

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PROPERTY NUMBER: 7,935, recorded at page 125 of volume 142 of Jayuya, Registry of Utuado, Puerto Rico.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Parcela 9, del Proyecto Wilson Colberg. Localizada en el barrio Mameyes del municipio de Jayuya, situada en camino. Tiene una cabida de **17.3307 cuerdas equivalentes a 81,333.7011 metros cuadrados**. Con lindes por el NORTE, con parcela #7; por el SUR, con un camino que las separa de las parcelas #10 y #11; por el ESTE, con un camino que la separa de la parcela #10; y por el OESTE, con parcela #8. Enclava una casa.

ORIGIN:

It is segregated from property number 5,695, recorded at page 166, volume 97 of Jayuya.

TITLE:

This property is registered in favor of JESUS RAFAEL CRUZ SOTO, single, who acquired it by purchase from Rafael Cruz Sánchez and his wife Ivette Soto Cruz, at a price of \$151,000.00, pursuant to deed #74, executed in Utuado, Puerto Rico, on August 6, 2010, before Miguel Torres Maldonado Notary Public, recorded at page 126 of volume 142 of Jayuya, property number 7,935, 4th inscription.

Presented on August 6, 2010

Recorded on January 11, 2011

LIENS AND ENCUMBRANCES:

I. By reason of its origin this property is free of liens and encumbrances

II. By reason of itself this property is encumbered by the following:

1. Restrictive Conditions of subdivision and use imposed by the Agriculture Department of Puerto Rico, according to Certification issued on November 14th, 2000 in San Juan by José Galarza Custodio, Executive Director, recorder at page 125 of volume 142 of Jayuya, Property number 7,935, 2nd, inscription.

2. **MORTGAGE:** Constituted by Jesús Rafael Cruz Soto, in favor of United States of America acting as Farmer Service Agency, in the original principal amount of \$151,000.00, with 4.625% annual interests, due on 40 years, constituted by deed #75, executed in Utuado, Puerto Rico, on August 6th, 2006, before Miguel Torres Maldonado Notary Public, recorded at overleaf of page 126 of volume 142 of Jayuya, property number 7,935, 5th inscription.

Presented on August 6, 2010

Recorded on January 11, 2011

3. **MORTGAGE:** Constituted by Jesús Rafael Cruz Soto, in favor of United States of America acting as Farmer Service Agency, in the original principal amount of \$30,000.00, with 2.50% annual interests, due on 7 years, constituted by deed #76, executed in Utuado, Puerto Rico, on August 6th, 2010, before Miguel Torres Maldonado Notary Public, recorded at overleaf of page 126 of volume 142 of Jayuya, property number 7,935, 6th inscription.

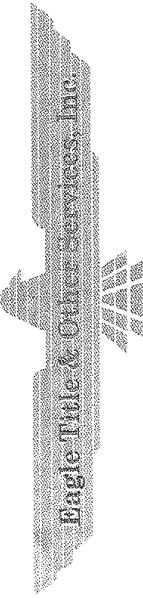
Presented on August 6, 2010

Recorded on January 11, 2011

ESTUDIOS DE TÍTULO
SEGUROS DE TÍTULO

P.O. BOX 1467, TRUJILLO ALTO, PR. 00977-1467
TEL. (787) 748-1130 • FAX (787) 748-1143
estudios@eagletitlepr.com

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PAGE #2
PROPERTY #7,935

4. **Financial Disclosure** in favor of "Farm Service Agency" "USDA" to buy 100,000 banana per year to harvest in the years 2010 to 2017, pursuant affidavit dated August 6th, 2010, before Anibal Lugo González, Federal Employee, recorded at page 127 of volume 142 of Jayuya, property number 7,935, 7th and the last inscription.

Presented on August 9, 2010
Recorded on January 11, 2011

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to November 4th, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed farms and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agoza System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of degree studies and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this study due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

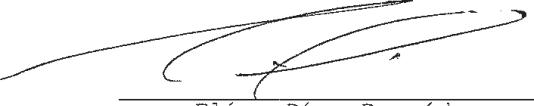
tm/dm/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on November 4, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 10 day of December of 2020.

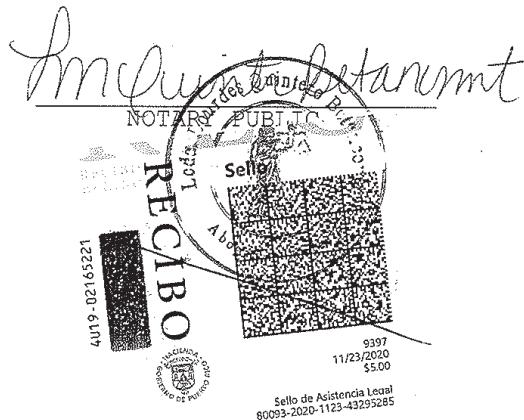


Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4428

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 10 day of December of 2020.



UNITED STATES DEPARTMENT OF AGRICULTURE
 FARM SERVICE AGENCY
 654 Muñoz Rivera Avenue
 654 Plaza Suite #829
 San Juan, PR 00918

Borrower: Cruz Soto, Jesus R. Case No: 63-030-3672

CERTIFICATION OF INDEBTEDNESS

I, Carlos J. Morales Lugo, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of May 8, 2020

Loan Number	41-01
Note Amount	\$ 151,000.00
Original Note Date	8/6/2010
Date of Last Payment	1/4/2011
Principal Balance	\$ 151,000.00
Unpaid Interest	\$ 65,300.48
Misc. Charges	\$ -
Total Balance	\$ 216,300.48
Daily Interest Accrual	\$ 19.1336
Amount Delinquent	\$ 75,195.00
Years Delinquent	8

Loan Number	44-02
Note Amount	\$ 30,000.00
Original Note Date	8/6/2010
Date of Last Payment	1/4/2011
Principal Balance	\$ 27,804.38
Unpaid Interest	\$ 6,412.41
Misc. Charges	\$ -
Total Balance	\$ 34,216.79
Daily Interest Accrual	\$ 1.9044
Amount Delinquent	\$ 34,216.79
Years Delinquent	Fully matured

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.


 Carlos J. Morales

Digitally signed by CARLOS MORALES (Affiliate)
 DN: c=US, o=U.S. Government, ou=Department of Agriculture, 0.9.2342.19200300.100.1.i=12001003816118, cn=CARLOS MORALES (Affiliate)
 Date: 2020.05.08 12:52:45 -04'00'
 Adobe Acrobat version: 2020.006.20042

Carlos J. Morales Lugo
 LRTF Contractor
 May 8, 2020



Status Report Pursuant to Servicemembers Civil Relief Act

Exhibit 7

SSN: XXX-XX-3672
 Birth Date:
 Last Name: CRUZ SOTO
 First Name: JESUS
 Middle Name: RAFAEL
 Status As Of: Nov-25-2020
 Certificate ID: 9LQ337NPQWSDPQ6

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
 Department of Defense - Manpower Data Center
 400 Gigling Rd.
 Seaside, CA 93955

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

UNITED STATES DISTRICT COURT
for the
District of Puerto Rico

United States of America,)
acting through the)
United States Department of Agriculture)

Plaintiff(s))
v.) Civil Action No.
JESUS RAFAEL CRUZ RESTO) FORECLOSURE OF MORTGAGE

Defendant(s))

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) JESUS RAFAEL CRUZ SOTO
24 Calle Guillermo Esteves
Jayuya, PR. 00664

Carr 530 KM, 1.7
Barrio Mameyes
Jayuya, PR. 00664

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT*

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

- Ordinary Civil Case
- Social Security
- Banking
- Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

- Yes
- No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

- Yes
- No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

- Yes
- No

Date Submitted:

rev. Dec. 2009

[Print Form](#)

[Reset Form](#)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Juan C. Fortuño Fas
Po Box 3908, Guaynabo, PR 00970
Tel. 787-751-5290

DEFENDANTS

JESUS RAFAEL CRUZ RESTO, et als.

County of Residence of First Listed Defendant _____ **Jayuya, P.R.**
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability		<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 330 Federal Employers' Liability		<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 345 Marine Product Liability		<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 370 Other Fraud		<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 371 Truth in Lending		<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 380 Other Personal Property Damage		<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 190 Other Contract		<input type="checkbox"/> 385 Property Damage Product Liability		<input type="checkbox"/> 485 Telephone Consumer Protection Act
<input type="checkbox"/> 195 Contract Product Liability				<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 850 Securities/Commodities/ Exchange
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	SOCIAL SECURITY	
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	Habeas Corpus:	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 890 Other Statutory Actions
<input checked="" type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	Other:		<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 540 Mandamus & Other		<input type="checkbox"/> 950 Constitutionality of State Statutes
		<input type="checkbox"/> 550 Civil Rights		
		<input type="checkbox"/> 555 Prison Condition		
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		
		IMMIGRATION	FEDERAL TAX SUITS	
		<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
		<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify) _____	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File
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Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Consolidated Farm & Development Act, 7 USC 1921, et seq. & 28 USC 1345

VI. CAUSE OF ACTION

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION
UNDER RULE 23, F.R.Cv.P.

DEMAND \$
250,517.27

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S)

IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____